

Legal

Master Services Agreement for G-Cloud 15 Supplier Terms

(Status January 2026)

The UK Government G-Cloud is an initiative targeted at easing procurement by public-sector bodies in departments of the United Kingdom Government of commodity information technology services that use cloud computing. To allow such public bodies to use Maytech's services, Maytech has entered into a G-Cloud 15 framework agreement with the Crown Commercial Service (the "Framework Agreement") and the Call-Off Contract with the Buyer.

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This Kiteworks Solution License Agreement (the "Agreement") applies to the use of any software provided directly or indirectly by Kiteworks. By either following the online acceptance process provided by Kiteworks or installing, accessing, or using all or any portion of the software, you agree to be legally bound by this Agreement. A contract is then formed between Kiteworks and either you personally, if you are using the software for yourself, or the company or other legal entity which you represent ("Customer").

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If Customer is located in the United States or Canada, "Kiteworks" means Kiteworks USA, LLC, a Delaware limited liability company with a place of business at 1510 Fashion Island Boulevard, Suite 100, San Mateo, CA, 94404; if Customer is located in Europe, the Middle East, or Africa, "Kiteworks" means Kiteworks Europe AG, a Swiss corporation with a place of business at The Circle 9, P.O. Box 8058, Zurich-Airport, Switzerland; otherwise, "Kiteworks" means Kiteworks Pte Ltd, a company organized under the laws of Singapore with a place of business at 1 Tai Seng Avenue, #06-05, Tai Seng Exchange, Singapore 536464.

1. Kiteworks Software; Ordering.

1.1 Kiteworks Software. Kiteworks licenses its software products on a subscription basis. Software is made available as a software-only (or "virtual") solution, as a hosted solution, or on a physical appliance. Customer's rights to use Kiteworks software apply only to the Kiteworks software licensed under an Order (defined below).

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1.2 Order Process. Orders for Kiteworks software and services may be made through written Orders placed directly with Kiteworks or through a Kiteworks authorized reseller (“Channel Partner”). An order becomes part of this Agreement upon acceptance by Kiteworks or a Channel Partner (the accepted order referred to as the “Order”), provided that for Orders placed through Channel Partners, only the line items for Kiteworks published products and services listed in the Order and which are provided to and paid for by Customer constitute the “Order.” The terms of Customer’s form of purchase order or similar documents shall not apply to the relationship of the Parties. In the event of any conflict between the terms of any Order and the terms of this Agreement, the terms of this Agreement shall govern.

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1.3 Delivery. For downloadable versions of the Kiteworks software, Customer may download the software from a link provided by Kiteworks. For hosted versions of the Kiteworks Solution, access shall be provided through a password-protected web interface. Delivery occurs when such link or access is made available to Customer.

2. Applicable Terms.

2.1 Web Orders. If Customer purchases a license online (a “Web Order”), then the terms of this Agreement include the Web Order Terms set forth in Section 13. In the event of any conflict between Section 13 and other Sections of this Agreement, Section 13 shall apply.

2.2 Trial Versions. If Customer has ordered or downloaded a trial version of the Kiteworks Solution, then the provisions of Sections 4.2, 5, 6.3, 8.1, 8.3, 9.2, 9.3, 9.4, and 12.2 shall not apply during the trial but shall be effective upon the date Customer upgrades to a paid subscription for such Kiteworks software.

2.3 Accounts for Web Orders. This Section 2.3 applies to Orders placed online with Kiteworks. Customer represents that the account information provided upon registration (“Account Info”) is accurate, current, and complete, and that it will maintain Account Info current at all times. Customer is solely liable for use of and access to the account and Kiteworks shall not have any liability to Customer for unauthorized access or use of the account. Account Info is protected by Kiteworks’ Privacy Policy, as modified from time to time, located at <http://www.kiteworks.com/privacy-policy>, the most current terms of which are incorporated herein by reference. If Customer sets up an account using an email address with an email domain of a Kiteworks Solution licensee (e.g., where Customer’s employer is

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already a Kiteworks Solution licensee), then Customer consents to Kiteworks’ disclosure of Customer’s usage information to such party.

2.4 Call-Off Contract. If Customer is a public body in department of the United Kingdom Government, Kiteworks has entered into a G-Cloud 15 framework agreement with the Crown Commercial Service also referred to as Framework Schedule 6 RM1557.15 and a Call-Off Contract with the Customer.

2.5 Inapplicability of Purchase Orders. The terms and conditions of this Agreement shall govern the relationship of the Parties regarding Kiteworks software and services utilized by Customer; Customer’s form of purchase order and similar documents shall have no force or effect.

2.6 Applicability and Order of Precedence. Amendments and additions to the Agreement are only valid if these have been agreed by the Parties in writing.

The Agreement includes the following Schedules, which form an integral part of this Agreement:

- Attachment 1: Kiteworks Maintenance Support Policy Enterprise
- Attachment 2: Hosting Service Level Agreement
- Attachment 3: Data Processing Agreement
- Attachment 4: Privacy Notice

In case of any conflict between the conditions included in the documents that form the Agreement, the following descending order of precedence applies:

1. The Call-Off Contract;
2. The Data Processing Agreement
3. this body of this Agreement; and
4. the Schedules (excluding the Data Processing Agreement), whereby the provisions of the Schedule ranked higher in the immediately preceding clause rank above the provisions in the lower ranking schedules;

to the extent that Kiteworks acts as a processor within the meaning of the General Data Protection Regulation (the GDPR), the Data Processing Agreement included in the Schedules will have the highest precedence.

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3. **Definitions.** Unless otherwise specified, capitalized terms used in this Agreement will have the meanings attributed to them in this Section 3.

“*Affiliate*” means an entity, which directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement.

“*Call-Off Contract*” means the contract entered into between the Parties under the G-Cloud 15 framework also referred to as Framework Schedule 6 RM1557.15.

“*Client Software*” means the object code versions of the desktop client software for the licensed Kiteworks Solution.

“*Critical Update*” means additions, upgrades, or modifications to the Kiteworks Solution in connection with security vulnerabilities rated P0 by Kiteworks.

“*Designated User*” means an individual authorized by Customer to use the Kiteworks Solution pursuant to this Agreement and the applicable Order. Designated Users may consist of: (i) employees and independent contractors of Customer and its Affiliates, and (ii) individual representatives of vendors and/or service providers of Customer and its Affiliates.

“*Documentation*” means Kiteworks’ standard written materials and specifications for the Kiteworks Solution licensed by Customer.

“*Effective Date*” means (i) for Orders submitted to Kiteworks, the date that Kiteworks accepts the Order; or (ii) for orders submitted to a Channel Partner on a form other than a Kiteworks Order form, the date Kiteworks makes the software available to Customer for download or, for software provided on a physical appliance, the date of shipment.

“*End User*” means any user that interacts with Customer’s instance of the Kiteworks Solution as transferor or transferee. This encompasses both internal users, who have full access to log in for various purposes, and external users, who are limited to viewing only without incurring charges.

“*Hosted Services*” means the remote access and use of a hosted version of the Kiteworks Solution as hosted by Kiteworks.

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"Kiteworks Solution" means the object code versions of the Kiteworks software identified on an Order and includes related Server Software, Client Software, Updates, and Documentation, but does not include Open-Source Software, which is provided pursuant to Section 4.5.

"License Term" means the subscription period for use of the Kiteworks Solution, as identified on the applicable Order. Each renewal is a separate License Term.

"Maintenance Support Services" means the support services provided by Kiteworks as described in Section 5.

"Release" means a version of the Kiteworks Solution for which Kiteworks charges a separate fee.

"Server Software" means the object code server software version of the Kiteworks Solution, as identified on the applicable Order.

"Update" means additions, upgrades, or modifications to the Kiteworks Solution. Updates do not include Releases.

4. License Terms.

4.1 License Grant. Subject to the terms and conditions of this Agreement, Kiteworks hereby grants to Customer during the License Term, a non-exclusive, non-transferable and non-sublicensable license to: (a) install and use the Client Software on supported environments for up to the number of Designated Users purchased; and (b) use, access, and for Kiteworks Solutions not hosted by Kiteworks, copy the Server Software on supported environments for up to the number of copies identified on the Order for Customer's internal business purposes. The number of Designated Users for whom Customer has purchased rights to use the Kiteworks Solution during the License Term is set forth in the applicable Order and is calculated based on the License Term. Customer may reassign a Designated User to a different individual once only within the License Term. Should customer reassign a Designated User, all data associated with the replaced Designated User must be deleted from the Kiteworks Solution or transferred to an active Designated User.

4.2 Hosting.

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(a) By Kiteworks. If Customer orders Hosted Services, they are provided pursuant to the terms of Kiteworks' Hosting Service Level Agreement available at <http://www.kiteworks.com/terms/hostingsla> and incorporated herein by reference.

(b) By Customer's Outsourced Provider. For virtual versions of the Kiteworks Solution, if Customer elects to engage its own outsourcing provider (each an "*Outsourced Provider*"), then: (i) Customer may sublicense to Outsourced Provider the right to install and operate the Kiteworks Solution in the form as provided by Kiteworks, solely for the benefit of Customer and subject to the terms and conditions of this Agreement; (ii) Customer shall be liable for any acts or omissions of Outsourced Provider in violation of this Agreement; and (iii) Customer shall identify in writing to Kiteworks a single point of contact at Outsourced Provider for any maintenance and technical support matters. In order to provide warranty and Maintenance Support Services, Kiteworks requires remote access to the Kiteworks Solution and may require on-site access. Failure to provide Kiteworks with such reasonable access shall relieve Kiteworks of its warranty and Maintenance Support Services obligations with respect to such Kiteworks Solution.

4.3 License Restrictions. Customer shall not copy the Kiteworks Solution except to make a reasonable number of copies for the purposes of security back-up, relocation, or disaster recovery; provided, however, that Customer may make and use the number of copies of Client Software that it deems appropriate unless the number of copies of Client Software is restricted as set forth on the applicable Order. The Kiteworks Solution may not be modified, disclosed, reverse-engineered, disassembled, or decompiled except and to the extent allowed by applicable law. Customer shall not transfer, sell, license, sublicense, outsource, rent, or lease the Kiteworks Solution or use it for service bureau or other third-party use. All rights not expressly granted hereunder are reserved. Customer is solely responsible and liable for the use of and access to the Kiteworks Solution by Designated Users and for all files and data transmitted, shared, or stored using the Kiteworks Solution. Customer acknowledges and agrees that the licenses granted herein are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Kiteworks with respect to future functionality or features.

4.4 Ownership. All right, title, and interest, including without limitation all intellectual property rights, in and to the Kiteworks Solution, including any and all modifications, enhancements, derivative works, Updates and Releases, are the sole and exclusive property of Kiteworks and its licensors. Customer shall not remove, and shall reproduce on any

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permitted copies, all proprietary, copyright, trademark and trade secret notices contained in or placed upon the Kiteworks Solution. Customer will take reasonable precautions (including the precautions used for Customer’s own confidential information) to prevent the unauthorized use or disclosure of the Kiteworks Solution, the Documentation, or the results of any performance or benchmark tests of the Kiteworks Solution. Customer will not allow the Software or any performance or benchmark test results to be made available to any third party unless Kiteworks approves that disclosure.

4.5 Open-Source Software. Customer agrees that any software or materials which may be made available by Kiteworks, or otherwise obtained or used by Customer, subject to an opensource license or other open-source terms (“*Open Source Software*”) shall be and shall remain subject to the terms and conditions of the original providers and are not part of the Kiteworks Solution. Open-Source Software terms are made available either with the Kiteworks Solution or through the administration interface of the applicable Kiteworks Solution.

4.6 Advisory Contacts. Customer must provide Kiteworks with advisory contacts for all Critical Updates and regular Updates, and ensure advisory contacts are current at all times during the License Term. To the extent Customer, its Designated Users or End Users are damaged in connection with the Kiteworks Solution, and such damage would not have occurred but for Customer’s failure to maintain up-to-date advisory contacts, Kiteworks shall have no liability to Customer. Customer hereby consents that all Advisory Contacts may be shared within Kiteworks and with Kiteworks Ailiates. In the event Customer designates in writing a Channel Partner or other provider as the administrator of its Kiteworks Solution, Customer hereby consents that all Advisory Contacts may be shared between Kiteworks and such Channel Partner or other provider solely in connection with Customer’s license of the Kiteworks Solution.

4.7 Penetration Testing. Should Customer conduct penetration testing or other security testing of the Kiteworks Solution, it shall provide Kiteworks a copy of all test results within thirty (30) days of completion. All such results will be deemed Confidential Information and entitled to the full protections of Section 7.1, below.

5. **Maintenance Support Services.** Kiteworks provides Maintenance Support Services for the License Term at no additional charge under the terms set forth at <http://www.kiteworks.com/supportguidelines/enterprise.html>, which are incorporated

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herein by reference. As part of Maintenance Support Services, Kiteworks will make available to Customer all Updates to the supported Kiteworks Solution that Kiteworks makes generally available to its other customers. Customer shall provide Kiteworks access to the Kiteworks Solution to install such Updates if required by Kiteworks. *Customer agrees to deploy any critical Updates, as identified by Kiteworks, within five (5) days following receipt.* Kiteworks will not be liable to Customer for damages, liabilities, fines, costs, and/or expenses, including costs of litigation and reasonable attorneys' fees, which Customer may incur, based upon or arising out of Customer's failure to implement any critical Updates.

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6. Payment; True-Up Users.

6.1 Payment. Customer shall pay the fees specified in the Order. Orders are firm commitments of Customer and are not cancelable by Customer. Unless otherwise specified on the Order form, for Orders made directly with Kiteworks, (i) Customer shall pay invoices in U.S. dollars within thirty (30) days of the invoice date and without offset or deduction, (ii) all payment terms are subject to approval of Customer's creditworthiness, which approval may be withdrawn at any time; and (iii) payments are non-refundable except as otherwise explicitly stated in this Agreement. Kiteworks may apply a late charge on overdue invoices at a rate of one and one-half (1.5%) per month or the maximum allowed by law, whichever is less.

6.2 Taxes. All fees are exclusive of value-added tax, sales tax, customs duties, or similar taxes or imposts, including withholding taxes, and shall be made by Customer without deduction therefore. Customer shall pay all such taxes or duties, except taxes based on Kiteworks' net income, and reimburse Kiteworks or its Channel Partner if either is required to pay any such taxes or duties.

6.3 True-Up Users. If permitted on the Order, Customer may add Designated Users during the License Term ("*True-Up Users*") by notifying Kiteworks of the number of True-Up Users promptly following the end of each calendar quarter in which Customer adds True-Up Users. Kiteworks or its Channel Partner will then invoice Customer for such True-Up Users at a prorated amount of the annual rate stated in the applicable Order (i.e., for such calendar quarter and the remaining License Term). Upon payment, True-Up Users shall be deemed Designated Users under this Agreement and for any renewals. When Customer is permitted to add True-Up Users, Customer agrees to allow Kiteworks, with Customer's prior

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consent, not to be unreasonably withheld, to electronically access the Kiteworks Solution, or, with respect to Hosting Services, to monitor use, to verify Customer's compliance with this Agreement. Customer shall promptly pay to Kiteworks any underpaid fees revealed by such audit and, if the audit reveals an underpayment of 5% or more, the reasonable costs of the audit.

6.4 Automated Reporting. The Server Software periodically transmits technical data to Kiteworks. That data does not include the content of any emails or attachments, file names or any personally identifiable information. The transmitted information contains aggregate non-personal usage information for each day the Kiteworks Solution is in use, including, but not limited to: (i) the number and type of messaging senders and recipients, (ii) account usage information, and (iii) the type of Kiteworks Solution features used and related data. Customer will not in any way attempt to configure the Kiteworks Solution or create systems that prevent the transmission or delivery of such usage data. Kiteworks uses such data only for Kiteworks' own internal business purposes and such data shall be considered Kiteworks' Confidential Information. Kiteworks only discloses such data (a) in an aggregated form with data from other customers in which neither Customer's identity nor that of Designated Users are revealed, or (b) as required by applicable law.

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7. Confidentiality.

7.1 Confidential Information. Each Party agrees not to use the Confidential Information of the other Party for any purpose other than strictly for the purpose of performing its obligations or exercising its rights under this Agreement. Additionally, except as authorized below, each Party agrees to maintain in confidence and not disclose any Confidential Information acquired directly or indirectly from the other Party. "Confidential Information" shall include, but is not limited to, matters of a technical, financial, commercial, business, or other proprietary nature. The results of any performance, penetration, and/or benchmark tests of the Kiteworks Solution shall be the Confidential Information of Kiteworks. Confidential Information does not include any information which (a) is or becomes publicly known other than through a breach of this Agreement by the receiving Party; (b) is already known to the receiving Party at the time of disclosure as evidenced by the receiving Party's written documentation, provided that it was not previously obtained directly or indirectly by the receiving Party from the disclosing Party; (c) is lawfully received by the receiving Party from a third party having no obligation of confidentiality with respect

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thereto; (d) is proven by the receiving Party to have been independently developed by employees of the receiving Party who have not had direct or indirect access to, or directly or indirectly received any, Confidential Information under this Agreement; or (e) is authorized in writing by the disclosing Party to be released from the confidentiality obligations herein. Kiteworks may share Customer Confidential Information with its Affiliates but shall remain liable for any act or omission of such Affiliates in violation of this Agreement. Each Party agrees that in the event of such Party’s actual or threatened violation of the provisions of this Section, the other Party will not have an adequate monetary remedy and shall be entitled to seek immediate injunctive relief without any requirement to post bond, in addition to any other available remedies.

7.2 Customer Protected Data. Customer acknowledges that Kiteworks does not need or require access to any files or attachments stored or transmitted with the Kiteworks Solution or any personally identifiable information about any Customer personnel, other than as described in Section 7.3, or customers (collectively, “Protected Data”). If Customer desires Kiteworks to receive and access any Protected Data, Customer shall first obtain the written approval of an executive officer of Kiteworks, which may be withheld by Kiteworks in its sole discretion. Customer will be responsible for the Protected Data and for complying with any regulations, laws, or conventions applicable to the Protected Data. If Customer is subject to the General Data Protection Regulation (EU) 2016/679 (“GDPR”) or similar body of laws, Customer agrees to Kiteworks’ Data Processor Addendum available at <https://www.kiteworks.com/legal/kiteworks-dpa> and which is incorporated herein by reference.

7.3 Notice and Consent Regarding Transfer of Data. Use of the Kiteworks Solution requires that when a Customer’s End Users contact Kiteworks for customer service issues, the personal data of the Customer’s End Users (including, but not limited to, End User’s email addresses, first and last names, geographic location, and phone number) be processed in the United States of America by Kiteworks USA, LLC, in Europe by Kiteworks UK Ltd, Kiteworks Europe AG, Kiteworks BLG Ltd, and Accellion GmbH, and in Singapore by Kiteworks Pte Ltd, where customer support teams, computing systems and infrastructure necessary for Customer’s exercise of its rights hereunder are located. Support would not be available without such processing of personal data in the United States of America, Europe, and Singapore, and, pursuant to Article 49 of the GDPR, Customer hereby expressly consents to the processing by, and transfer of personal data to, Kiteworks USA, LLC in the United States of America, Kiteworks UK Ltd and Accellion GmbH in Europe, and Kiteworks Pte Ltd in Singapore for that purpose. Kiteworks UK Ltd, Accellion GmbH, Kiteworks Europe

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AG, Kiteworks BLG Ltd and Kiteworks Pte Ltd are subsidiaries of Kiteworks USA, LLC, and each entity processes such personal data in compliance with the contractual requirements established with Customer.

7.4 Encryption. For avoidance of doubt, so long as Kiteworks implements measures to encrypt Confidential Information and Protected Data both in transit and at rest, Kiteworks will be deemed to satisfy its obligations to maintain the confidentiality and security of such information pursuant to this Agreement.

8. Limited Warranties and Disclaimer.

8.1 Limited Kiteworks Solution Performance Warranty.

(a) Warranty. Kiteworks warrants to Customer that for a period of thirty (30) days after the date of delivery: (i) the media on which the Kiteworks Solution is furnished under normal use will be free from material defects in materials and workmanship; and (ii) the Kiteworks Solution and Open-Source Software will operate in substantial conformance with the Documentation.

(b) Remedy. Any warranty claim must be made by written notice to Kiteworks within the applicable warranty period. Kiteworks' entire liability and Customer's exclusive remedy under the warranty in subsection (a) above shall be replacement or repair of the defective media or Kiteworks Solution that does not meet Kiteworks' limited warranty, and if Kiteworks is unable to repair or replace defective components of the Kiteworks Solution within a reasonable period of time (not to exceed thirty (30) days from Kiteworks' receipt of Customer's notice), this Agreement shall terminate, in which case: (i) Kiteworks shall refund all license fees received by Kiteworks for the Kiteworks Solution for the applicable License Term; and (ii) Customer shall uninstall and destroy the nonconforming Kiteworks Solution and certify in writing that it has done the same. Kiteworks is not liable under any warranty or otherwise for defects or liability caused by the use of the Kiteworks Solution in any manner or for any purpose other than that for which it was licensed to Customer, or for causes not within Kiteworks' reasonable control. Warranties are void if failures are caused in whole or in part by accident, abuse, misuse, or modifications not authorized in writing by Kiteworks.

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8.2 Virus Protection. Kiteworks warrants to Customer that, to the best of Kiteworks’ knowledge as of the date of delivery, the Kiteworks Solution will be free from any viruses, spyware, trojans, or disabling or malicious code, provided that Server Software includes disabling mechanisms that prevent access to the Server Software following expiration of the License Term. Customer agrees to implement antivirus software licensed by Kiteworks at all times during its use of the Kiteworks Solution.

8.3 Limited Services Warranty. Kiteworks warrants that for a period of thirty (30) days following installation or professional services, such services will be provided in a professional and workmanlike manner consistent with generally accepted industry standards. As Customer’s sole and exclusive remedy and Kiteworks’ sole and exclusive liability for breach of the foregoing warranty, Kiteworks will, at its sole option and expense, and provided that Kiteworks is notified of any such breach during the warranty period, re-perform the services, or if Kiteworks is unable to perform the services as warranted, refund the fees paid to Kiteworks for the services.

8.4 Disclaimer. THE EXPRESS LIMITED WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. KITEWORKS DOES NOT WARRANT THAT THE USE OF THE KITEWORKS SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL NONMATERIAL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. KITEWORKS MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS OR SERVICES PROVIDED BY ITS CHANNEL PARTNERS OR ANY HOSTED SERVICES PROVIDERS AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY ACT OR OMISSION OF ANY CHANNEL PARTNER OR HOSTED SERVICES PROVIDERS. NO CHANNEL PARTNER OR HOSTED SERVICES PROVIDER SHALL HAVE ANY AUTHORITY TO BIND KITEWORKS TO ANY TERMS OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

9. Indemnification.

9.1 Customer Indemnity. Customer will, at its expense, indemnify and hold Kiteworks, its Affiliates and their respective officers, directors, employees, agents, successors and assigns (“*Kiteworks Indemnitees*”) harmless against any settlement agreed to by Customer, or any award of damages, liabilities, fines, costs, and/or expenses, including costs of

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litigation and reasonable attorneys' fees, which Kiteworks Indemnitees may incur, based upon or arising out of (i) any use of the Kiteworks Solution by Customer in breach of this Agreement, and (ii) the data, files, and content transmitted, shared, or stored using the Kiteworks Solution.

9.2 Kiteworks Indemnity. Kiteworks will defend any action brought against Customer to the extent that it is based upon a third party claim that the Kiteworks Solution infringes such third-party's U.S. patent or foreign equivalent existing as of the Effective Date of the applicable Order or any copyright, or misappropriates any trade secret (each a "*Claim*"), and will pay any costs (including reasonable attorneys' fees) and damages finally awarded or paid in settlement of the Claim, provided that Customer will give Kiteworks: (i) prompt written notice of such Claim, (ii) all cooperation and assistance reasonably requested by Kiteworks in the defense of the Claim, at Kiteworks' expense, and (iii) sole control over the defense and settlement of the Claim, provided that (a) Customer may participate in the defense of the Claim at its sole expense, and (b) Kiteworks may not, without the prior written consent of Customer, enter into a settlement which admits liability of Customer or imposes a monetary obligation on Customer.

9.3 Exclusions. Kiteworks will have no liability for a Claim to the extent it results from: (a) modification of the Kiteworks Solution made by a party other than Kiteworks, if the Claim would not have arisen but for the modification; (b) the combination, operation or use of the Kiteworks Solution with third party data, software, equipment or devices, if such Claim would not have arisen but for such combination, operation or use; (c) Customer's failure to use updated or modified software provided by Kiteworks if use of such updated or modified software or hardware would have resolved the Claim; or (d) compliance by Kiteworks with designs, plans or specifications furnished by Customer or on Customer's behalf, if the Claim would not have arisen but for such designs, plans or specifications.

9.4 Remedies. If the Kiteworks Solution is held or is likely to be held as infringing, then Kiteworks may (i) replace the Kiteworks Solution, without additional charge, with a non-infringing product that is at least functionally equivalent; (ii) modify the Kiteworks Solution to avoid the infringement; (iii) obtain a license for Customer to continue use of the Kiteworks Solution; or (iv) if none of the foregoing are commercially reasonable, terminate the license for the infringing Kiteworks Solution and refund a pro rata portion of all fees received by Kiteworks for the Kiteworks Solution as measured over the License Term. Upon such termination, Customer shall uninstall and destroy the nonconforming Kiteworks

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Solution and certify in writing that it has done the same. KITEWORKS' AGGREGATE INDEMNIFICATION LIABILITY FOR CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE APPLICABLE KITEWORKS SOLUTION. THIS SECTION 9 SHALL CONSTITUTE KITEWORKS' SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

10. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREIN, FOR A BREACH OF SECTION 7 (CONFIDENTIALITY), OR FOR CUSTOMER'S INTENTIONAL BREACH OF THE LICENSES GRANTED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY, AND KITEWORKS' LICENSORS, AFFILIATES AND SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE PRODUCTS OR SERVICES SUPPLIED HEREUNDER, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. KITEWORKS' AGGREGATE LIABILITY FOR DAMAGES SHALL IN NO EVENT EXCEED THE TOTAL FEES RECEIVE FROM THE LICENSES GRANTED TO CUSTOMER UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE MONTHS FOR THE APPLICABLE KITEWORKS SOLUTION. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PRICES AND TERMS OF THIS AGREEMENT WERE MADE IN RELIANCE UPON THE LIMITATION OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN KITEWORKS AND CUSTOMER.

11. Term and Termination.

11.1 Term. The Agreement will terminate by operation of law upon expiry of the term included in the Call-Off Contract, unless Parties agree in Writing otherwise. The Parties shall, no later than eight (8) months prior to the end of the then-current term, commence discussions regarding a potential renewal.

11.2 Termination. Either Party may terminate this Agreement or any license granted under this Agreement if: (i) the other Party breaches any material provision of this Agreement for any reason, which breach has not been cured within thirty (30) days of written notice; or (ii) the other Party becomes the subject of a voluntary or involuntary

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petition in bankruptcy, or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, which is not dismissed within sixty (60) days after commencement.

In accordance with G-Cloud 15, the Customer has the right to terminate this Agreement, in whole or in part, without stating any reason and without any liability, by providing written notice to Kiteworks, provided that such termination takes place within thirty (30) days after the Effective Date of the Agreement. After this period, Customer is not entitled to terminate the Agreement prematurely.

11.3 Consequences of Termination. Upon termination or expiration of this Agreement, for any reason, all rights granted under this Agreement shall terminate, and Customer will promptly return to Kiteworks or, at Kiteworks' request, destroy, the applicable Kiteworks Solution and provide Kiteworks with written certification by an officer of Customer certifying compliance with the foregoing. Customer's obligations to pay taxes and any amounts past due along with the following provisions shall survive any expiration or termination of this Agreement: Sections 4.3, 4.4, 4.5, 4.6, 4.7 6, 7, 8, 9, 10, 11.3 and 12.

12. Miscellaneous.

12.1 Notice. Unless otherwise specified, all Notices under this Agreement shall in writing and delivered via electronic mail, in person, by overnight courier, or by prepaid certified or registered mail, return receipt requested, to a Party at its address set forth on the Order, as amended by notice pursuant to this Section. Notice by mail shall be deemed received five (5) days after deposit in the U.S. mails, with other notice deemed effective upon receipt.

12.2 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, provided that either Party may transfer or assign this Agreement without such consent, whether by operation of law or otherwise, pursuant to a merger or other corporate reorganization or the sale of all or substantially all of the assets to which this Agreement relates. Kiteworks may delegate its obligations to Kiteworks Affiliates provided that Kiteworks shall remain liable for proper performance of this Agreement. Any other purported assignment by Customer shall be null and void. This Agreement shall bind the Parties and their permitted successors and assigns.

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12.3 Modification, Waiver, and Remedies. Except as provided for in Section 12.11, below, no modification, alteration, amendment or addition shall be effective unless made in writing, dated and signed by a duly authorized representative of each Party. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach. Each Party's rights and remedies are in addition to any other rights and remedies provided by law or in equity. No choice of any remedy shall constitute an election of remedies.

12.4 Publicity. Customer hereby consents to Kiteworks' inclusion of Customer's name in a customer listing, provided that Customer is not the sole Customer listed.

12.5 Force Majeure. Neither Party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, zero-day criminal hacks, governmental regulations, communication or utility failures, or casualties. The foregoing shall not apply to Customer's payment and the mutual confidentiality obligations of the Parties.

12.6 Export. Customer acknowledges that the Kiteworks Solution is subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by Customer and the Designated Users with United States and local country laws and regulations and shall not export, use or transmit the Kiteworks Solution (i) in violation of any export control laws of the United States or any other country, (ii) to any country requiring as a condition of import the disclosure of source code, or (iii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

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12.7 Government Licensing. If the Kiteworks Solution is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (i) the Kiteworks Solution and accompanying materials constitute "commercial computer software" and "commercial computer software documentation" under paragraphs 252.227.14 and 252.227.7202 of the DoD Supplement to the Federal Acquisition Regulations ("DFARS") or any successor regulations, and the Government is acquiring only the usage rights specifically granted in this Agreement; and (ii) the Kiteworks Solution constitutes "restricted computer software" under paragraph 52.227-19 of the Federal Acquisition Regulations ("FAR") or any successor regulations and the government's usage rights are defined in this Agreement and the FAR.

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12.8 Governing Law. If the contracting Kiteworks entity is Kiteworks USA, LLC, this Agreement shall be governed by the laws of the United States and the State of California, without reference to conflict of laws principles; any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the state of California in San Francisco, San Mateo, or Santa Clara counties; each Party hereby consents to the exclusive jurisdiction and venue of such courts. If the contracting Kiteworks entity is Kiteworks Pte Ltd, this Agreement shall be governed by the laws of England and Wales, without reference to conflict of laws principles; any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the courts in London, England; each Party hereby consents to the exclusive jurisdiction and venue of such courts. If the contracting party is Kiteworks Europe AG, this Agreement shall be governed by the laws of Switzerland, without reference to conflict of laws principles; any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the courts in Zurich, Switzerland; each Party hereby consents to the exclusive jurisdiction and venue of such courts. Each Party hereby waives its right to a trial by jury for any disputes between the Parties arising from this Agreement. The Parties agree that the Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods will not apply to this Agreement. Any dispute by one Party to this Agreement against the other, which dispute arises from this Agreement, must be brought in accordance with this Section within one (1) year after the claim arises. **Before instituting any litigation, the Parties agree to engage in at least one good faith settlement discussion, in person or by videoconference, where a person with full settlement authority from each Party participates in good faith. Should litigation ensue, the prevailing party shall be entitled to recover its attorneys' fees and costs actually incurred in litigating the dispute.**

12.9 Severability. If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, this Agreement will be modified so as to give effect to the intent of the Parties to the maximum possible extent. The remaining provisions of this Agreement shall remain in full force and effect.

12.10 Entire Agreement; Construction. This Agreement constitutes the complete and exclusive agreement between the Parties and supersedes any and all prior communications, representations and understandings, whether written or oral. There are no third-party beneficiaries of Customer. Section headings are for convenience only and shall not affect interpretation of the relevant section. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language

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shall not be binding on the Parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

12.11 Amendment of this Agreement. Kiteworks may modify or amend this Agreement at any time by posting a revised version on its website <https://www.kiteworks.com/legal/ksla/> which Customer agrees constitutes sufficient notice to Customer of such modification or amendment. Such amendments and modifications shall be effective upon renewal of Customer’s License Term.

13. **Web Order Terms.** The terms of this Section 13 apply to Web Orders only. REGARDLESS OF WHERE CUSTOMER IS LOCATED, “KITEWORKS” MEANS KITEWORKSUSA, LLC, A DELAWARE CORPORATION WITH A PLACE OF BUSINESS AT 1510 FASHION ISLAND BOULEVARD, SUITE 100, SAN MATEO, CA 94404, USA.

13.1 License Term; Renewals. Customer’s initial License Term shall be from the date of purchase through the term of the type of account purchased by Customer (monthly or annual) and shall automatically renew for additional terms of the same duration unless Customer cancels by sending an email to cancel@kiteworks.com which includes Customer’s customer I.D. and the email address of the originator of Customer’s account. IF CUSTOMER DOES NOT CANCEL CUSTOMER’S SUBSCRIPTION THIRTY DAYS (30) PRIOR TO THE EXPIRATION OF THE THEN CURRENT LICENSE TERM, CUSTOMER WILL BE CHARGED FOR, AGREES TO PAY SUBSCRIPTION FEES, AND AUTHORIZES KITEWORKS TO CHARGE CUSTOMER’S CREDIT CARD ON FILE FOR A SUBSEQUENT LICENSE TERM.

13.2 Storage and Bandwidth Fees. For the hosted version of the Kiteworks Solution, Customer’s use is subject to storage and bandwidth limitations, and Customer will be charged \$1.00 per gigabyte (or the then-current per-gigabyte charge) that exceeds the storage limit or bandwidth limit for Customer’s subscription (“Excessive Use Charges”). Customer may review Customer’s storage and bandwidth usage through the Admin Console. To purchase additional bandwidth and/or storage, contact sales@kiteworks.com. Fees for Customer’s subscription, together with Excessive Use Charges, are referred to as “Subscription Fees.” CUSTOMER CONSENTS TO ALLOW KITEWORKS TO CHARGE CUSTOMER’S CREDIT CARD, EITHER DIRECTLY OR THROUGH ITS PAYMENT PROCESSORS, FOR EXCESSIVE USE CHARGES.

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13.3 Communications from Kiteworks. Customer understands and agrees that Customer and Designated Users may receive certain communications from Kiteworks, such as service announcements and administrative messages, and that Customer and Designated Users will not be able to opt out of receiving them.

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13.4 Restrictions. Customer acknowledges and agrees that Customer, Designated Users, and other users with access to shared folders: (i) will not use the Kiteworks Solution to transmit any communications or messages that constitute spam, are obscene, abusive, harassing, threatening, racist, malicious, illegal, fraudulent, defamatory, libelous, harmful to minors, or that violate or infringe the rights of third parties; and (ii) will comply with policies applicable to the hosted version of the Kiteworks Solution as made available to Customer by Kiteworks from time to time.

13.5 Representations and Warranties. Customer represents and warrants to Kiteworks that: (i) Customer and Designated Users are not subject to export control restrictions established by laws and regulations of the United States of America, and Customer shall comply with all export and import laws, rules, regulations and restrictions of the jurisdictions in which Customer resides; (ii) Customer, Designated Users, and other users with access to shared folders have all necessary rights to any data stored on or sent with the Kiteworks Solution ("*Customer Data*") and that use of Customer Data as contemplated herein does not violate any third party rights; and (iii) Customer hereby grant Kiteworks and its contractors the right to use, copy, cache and transmit Customer's Data in conjunction with Customer's use of the Kiteworks Solution.

13.6 Termination.

(a) Termination by Customer. Customer may terminate this Agreement at any time by contacting legal@kiteworks.com and renew@kiteworks.com and providing Customer's relevant Account Info and the email address of the originator of Customer's account.

(b) Termination by Kiteworks. Kiteworks may terminate this Agreement without notice if: (i) Customer is in default and/or if Customer fails to pay applicable fees, (ii) if Customer otherwise violates the express terms of this Agreement, or (iii) in the event Kiteworks is prevented from providing any portion or all of the hosted version of the Kiteworks Solution by the actions of a third party.

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(c) Effect of Termination. In the event Kiteworks terminates this Agreement pursuant to Section 13.6(b)(iii) above, Kiteworks shall remit to customer a pro rata amount of any prepayment. In the event this Agreement is terminated for any other reason, Customer will not be entitled a refund of any prepaid amounts and will remain liable to pay for Excessive Use Charges. Upon termination, the licenses granted to Customer by Kiteworks shall cease, Customer's account will be terminated following billing and payment of any past due amounts, and Customer will no longer be able to use the Kiteworks Solution. In addition to the terms identified in Section 11.3, Sections 13.5, 13.6(c), and 13.7 shall survive expiration or termination of this Agreement.

13.7 Inapplicability of Certain Terms. The support provisions of Section 5 and the indemnification provisions in Sections 9.2, 9.3 and 9.4 shall not apply to Web Orders, although Customer will be entitled to receive Updates.

13.8 Assignment. Neither this Agreement nor any rights or obligations of Customer hereunder may be assigned by Customer in whole or in part without the prior written approval of Kiteworks. Any assignment in violation of the foregoing shall be null and void.

13.9 Miscellaneous. As a party to this Agreement, Customer, if a resident of California, is entitled to the following specific consumer information under California Civil Code Section 1789.3: The Complaint assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 400 R Street, Sacramento, California 95814, or by telephone at (800) 952-5210. Florida residents may contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762.

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Attachment 1

Legal

Kiteworks Maintenance Support Policy Enterprise

Kiteworks Maintenance Support Policy applies solely with respect to the Kiteworks Software.

Kiteworks shall provide support solely to technical contacts of Licensee. Licensee's technical contacts shall not exceed five (5) at any one time. Licensee may substitute other personnel for designated technical contacts upon reasonable advance written notice to Kiteworks. Licensee's designated technical contacts shall be knowledgeable about the Kiteworks Software.

Licensee shall be responsible for providing maintenance and technical support to any authorized Licensee end users, and Kiteworks shall have no responsibility or liability with respect to such end users.

Kiteworks shall provide technical support by telephone seven (7) days per week, twenty-four (24) hours per day. Coverage is available by calling: 1- 888-654-3778 (in the U.S.) and +1 650-485-4350 (outside of the U.S.). Licensee's submission of error reports shall include material information necessary for Kiteworks' reproduction of the error.

A) Priority Problems

Kiteworks shall provide support to Licensee in accordance with the following tiered approach:

Severity Level	Definition	Business Procedures

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Level 1 Critical	An error on a properly configured environment that is reproducible and resulting in material functionality being unavailable or material loss of data	Response from time of receipt of Licensee's error report to contact of Licensee with status report shall be four (4) hours. Kiteworks shall assign personnel to review and create work arounds for critical errors on a priority basis. Resolution: Kiteworks shall use reasonable efforts to resolve the critical error and/or provide a work around within forty-eight (48) hours from initial report of problem. Kiteworks shall provide status reviews to Licensee every eight (8) hours until such error is resolved.
Level 2 High	An error on a properly configured environment, that is reproducible and resulting in severely restricted functionality.	Response from time of receipt of Licensee's error report to contact of Licensee with status report shall be eight (8) hours. Kiteworks shall assign personnel to review and create work arounds for high

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		level errors on a priority basis, subject to personnel deployed in resolving critical errors. Resolution: Kiteworks shall use reasonable efforts to resolve the critical error and provide a work around within seventy-two (72) hours from initial report of problem. Kiteworks shall provide status reviews to Licensee every eight (8) hours until such error is resolved.
Level 3 Medium	An error on a properly configured environment, that is reproducible and resulting in impact on non-material functionality or having a minor impact on material functionality.	Appropriate resources will be assigned during regular business hours to investigate problem and resolution. Resolution: Delivery of resolution will be prioritized for a scheduled release.
Level 4 Low	A non-reproducible error, an error which results in no material degradation of material functionality, or an inquiry type or clarification problem.	Appropriate resources will be assigned during regular business hours to investigate problem and resolution.

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		Resolution: Delivery of resolution may be prioritized for a scheduled release.
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B) Severity Level Determination

The impact and severity level of a reported problem will be discussed with Licensee. Kiteworks shall determine the priority level of severity of all reported problems.

Kiteworks may modify problem logs with respect to severity level according to the on-going diagnosis of the support analyst.

C) Access to Appliance, Remote and On-Site Assistance

On-site assistance will be provided to resolve a problem if Kiteworks reasonably determines that such on-site assistance is required to resolve a problem after the above stated efforts have failed to resolve the problem remotely. In the event that Licensee consents to such on-site assistance to resolve such problem, Licensee shall reimburse Kiteworks for all travel and living expenses associated with the provision of such on-site assistance. In the event that Licensee declines to receive on-site assistance, or denies Kiteworks any reasonably required remote access to the Kiteworks Software or Kiteworks Appliance, Kiteworks shall be deemed to have fulfilled its support obligations under the Agreement with respect to such Kiteworks Software or Kiteworks Appliance. Licensee shall provide Kiteworks with reasonable information and assistance to assist Kiteworks in providing support hereunder.

D) Updates

Kiteworks shall provide Licensee with Updates to the Kiteworks Software, on a reasonable, periodic basis, as such are provided by Kiteworks to its Licensee base generally.

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E) Training

Kiteworks will provide training at Licensee request. The goal of the training sessions is to help Licensee understand the Kiteworks Software to help enable Licensee personnel to troubleshoot and answer the majority of calls that come in to Licensee. Training will be billed at \$200 per hour. In addition, Licensee shall reimburse Kiteworks for all travel, living and incidental expenses incurred in the course of providing training.

Kiteworks Hardware support. Kiteworks will provide next business day on-site support for hardware errors through a qualified third-party. Kiteworks shall provide hardware support by email and by telephone Monday through Friday 6 AM to 9 PM EST. Coverage is available by e-mail: support@kiteworks.com or by calling: 1-888-654-3778 (in the U.S.) and +1 650-485-4350 (outside of the U.S.).

Attachment 2
Legal
Hosting Service Level Agreement

1. **Hosting Services Requirements.** Customer acknowledges and agrees that it and Designated Users and other users with access to shared folders and/or workspaces: (i) will not use the Hosted Services to transmit or store any communications or files that constitute spam, are obscene, abusive, harassing, threatening, racist, malicious, illegal, fraudulent, defamatory, libelous, harmful to minors, that violate or infringe the rights of third parties; and (ii) will comply with acceptable use policies applicable to the Hosted Services as required by hosting providers as made available to you by Kiteworks from time to time. Customer represents and warrants to Kiteworks and its hosting providers that Customer, Designated Users, and other users with access to shared folders and/or workspaces have all necessary rights to any data and information stored on or sent with the Hosted Services (“Customer Data”) and that use of Customer Data as contemplated herein does not violate any third party rights; and (iii) Customer hereby grants Kiteworks and its hosting providers the right to use, copy, cache and transmit Customer Data in conjunction with Customer’s use of the Hosted Services. Customer acknowledges that Hosted Services provided by Kiteworks may transfer and process Customer Data within and outside the European Union and shall obtain all necessary consents from Customer for the same.

2. **Hosting Provider Capabilities.** Kiteworks utilizes the secure data centers provided by either Amazon Web Services, Inc. (“AWS”) and Microsoft Azure (“Hosting Provider(s)"). The Hosting Providers continually manage risk and undergo recurring assessments to ensure compliance with industry standards as more fully described at <https://aws.amazon.com/security/> and <https://azure.microsoft.com/en-us/explore/security/>

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3. **Up-Time Commitment.** If Customer has elected to utilize Hosting Services from Kiteworks, then Kiteworks agrees that Hosting Services will be available 99.9% of the time, seven (7) days per week, subject to the exclusions below (the “Up-Time Commitment”). The Up-Time Commitment will be measured annually during the License Term, based upon the trailing period of the License Term prior to the date of the reported unavailability. If Kiteworks does not meet the Up-Time Commitment, Customer will be entitled to the credits (“Service Credits”) as Customer sole and exclusive remedy for the performance of Hosting Services, as outlined below.

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Calculation of the Up-Time Commitment shall exclude unavailability of the Hosted Services caused by any of the following:

- Scheduled, announced downtime for maintenance or unscheduled downtime for emergency maintenance;
- Failures in the Internet or failure of other items that are outside Kiteworks’s reasonable control;
- Hardware, communication lines or application problems (g., Internet, ISDN, DSL, etc.) of Customer that prevent/disrupt access;
- Your violation of hosting provider acceptable use policies; or • Any downtime caused by the action or inaction of Customer.

4. **Service Credits.** If Kiteworks fails to meet the Up-Time Commitment, Customer shall have the right, as Customer’s sole remedy for such failure, to receive Service Credits pro rata to the amount of time Hosted Services are unavailable, subject to the exclusions above, after Service Credits are claimed in writing by Customer and the corresponding unavailability is confirmed by Kiteworks with the hosting provider. By way of example, if such unavailability is for twenty- four (24) hours, Customer shall be entitled to Service Credits equal to 1/365th of fees applicable to an annual License Term. Service Credits will be applied to any amounts due from Customer or if no amounts are due, Kiteworks shall pay Customer an amount equal to the dollar amount of Service Credits within thirty (30) days following the month during which Service Credits are earned. Service Credits shall not be awarded unless claimed within fifteen (15) days following the end of the month during which the corresponding unavailability

Attachment 3

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**DPA**”) forms part of that certain Kiteworks Solution License Agreement (the “**Agreement**”) effective as of the latest date of its execution by and between _____ (the “**Customer**”) and Kiteworks USA, LLC (together with its affiliated companies, “**Kiteworks**”). It is entered into for compliance with the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”).

1. Definitions: Scope.

1.1 Definitions.

(a) Unless otherwise defined herein, capitalized terms in this DPA shall have the meanings ascribed to them in the Agreement.

(b) “Data Protection Legislation” means all applicable legislation relating to data protection and privacy including without limitation the CCPA the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as updated, amended or replaced from time to time (“California Privacy Law”), General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”), the United Kingdom Act of Parliament of 23 May 2018 as updated by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020 laid on 14 October 2020 (“UK GDPR”), together with any national implementing laws in any Member State of the European Union, the UK or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time.

(c) The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processing”, “processor”, “service provider”, “consumer”, “consumer personal information” “business purpose”, “aggregate consumer information”, “deidentified information”, “sell”, and “third party” shall have the same meaning as in the Data Protection Legislation.

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1.2 Scope. The provisions of this DPA prevail over the provisions of the Agreement with respect to personal data hosted by Kiteworks pursuant to the Agreement. If adjustments to this DPA are necessary to comply with legal requirements, the parties shall make such adjustments promptly. To the extent the laws of any jurisdiction within the EU are contrary to this DPA or require a modification to this DPA, Customer shall have the responsibility of informing Kiteworks. Customer acknowledges and agrees that, with the exception of support services provided to Customer's Designated Users, the nature of the Kiteworks Solution (a) does not enable Kiteworks to have access to personal data processed via the Kiteworks Solution and (b) the level of encryption applied to Customer Data via the Kiteworks Solution renders any personal data unintelligible to any person who is not authorized to access it, including but not limited to Kiteworks. Therefore, while the obligations set forth in this DPA apply to all personal data processed by Kiteworks, all obligations set forth herein requiring Kiteworks' access to such personal data shall not be applicable unless Kiteworks comes into possession of personal data that has not been rendered unintelligible by way of encryption or other methods.

1.3 Application of the Standard Contractual Clauses Document. If processing of personal data involves an international transfer, the EU Standard Contractual Clauses and/or the UK Standard Contractual Clauses, as the case may be, apply, and are incorporated by reference as set forth in Appendix.

1.4 California Privacy Law. Accellion USA, LLC is a service provider for the purposes of the services it provides to Customer pursuant to the Agreement, according to the meaning given to that term in the California Privacy Law. Accellion USA, LLC agrees that, to the extent that Customer discloses a consumer's personal information to Accellion USA, LLC, Accellion USA, LLC will process that personal information only on behalf of Customer pursuant to the Agreement and this DPA. Accellion USA, LLC certifies that it shall not process, retain, use or disclose a consumer's personal information for any purpose other than (i) for the specific purpose of providing the Kiteworks Solution or providing services, as applicable, pursuant to the Agreement; (ii) to create aggregate consumer information and/or deidentified information; and (iii) as otherwise permitted for a service provider under the California Privacy Law, including without limitation a business purpose. Accellion USA, LLC agrees that it shall not sell a consumer's personal information. Accellion USA, LLC certifies that it

Kiteworks

understands the restrictions set forth for service providers in the California Privacy Law and will comply with them.

1.5 Notice and Consent Regarding Transfer of Data. Use of the Kiteworks Solution requires that personal data be processed in: (i) the United States of America by Accellion USA, LLC if hosting is provided by Accellion USA, LLC in the United States of America, or if Customer's End Users utilize Kiteworks' mobile applications, or where Accellion USA, LLC provides customer support; (ii) Europe by Accellion UK Ltd and Accellion GmbH; and (iii) Singapore by Kiteworks Pte Ltd, where customer support teams are located. Computing systems, resources and infrastructure necessary for those functions and, hence, for Customer's exercise of its rights under the Agreement, are located in those jurisdictions. Those items would not be available without such processing of personal data in the United States of America, Europe, and Singapore as described. Pursuant to Article 49 of the GDPR, Customer hereby expressly consents to the processing by, and transfer of, personal data to Accellion USA, LLC in the United States of America, Accellion UK Ltd. and Accellion GmbH in Europe, and Kiteworks Pte Ltd in Singapore for those purposes. Kiteworks Pte Ltd, Accellion UK Ltd, and Accellion GmbH are subsidiaries of Accellion USA, LLC and each entity processes such personal data in compliance with the contractual requirements established with Customer.

2. Roles and Responsibilities.

2.1 Roles & Responsibilities.

a) Customer as Controller. Customer represents that it is the sole controller of the personal data for the purposes of the GDPR and applicable Data Protection Legislation and has all necessary rights, and has obtain all necessary consents to use the personal data with the Kiteworks Solution. Customer has the right to give instructions regarding the nature, scope and process of personal data pursuant to express terms in the GDPR. Kiteworks will comply and maintain records for all such instructions to the extent necessary for Kiteworks to: (i) comply with its processor obligations under the GDPR and applicable Data Protection Legislation; or (ii) assist Customer to comply with Customer's obligations as a controller under the GDPR or applicable Data Protection Legislation relevant to Customer's use of the Kiteworks Solution. Customer represents and warrants that is responsible for the lawfulness

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of the processing of the personal data using the Kiteworks Solution and Customer agrees that it will not use the Kiteworks Solution in conjunction with personal data to the extent that doing so would violate the GDPR or applicable Data Protection Legislation. Customer further represents and warrants that personal data used with the Kiteworks Solution will not subject Kiteworks to any obligations beyond those set forth in the Agreement, the DPA or any other written agreement between the parties.

b) **Kiteworks as Processor.** Kiteworks is the processor and processes personal data solely for the purposes mentioned in the Agreement on behalf of Customer's instructions as embodied in the Agreement. Kiteworks shall not use the personal data for any other purpose. Kiteworks will monitor its compliance with data protection requirements and its contractual obligations as well as the documented and authorized instructions of Customer provided during the term of the Agreement. To the extent required by the GDPR or applicable Data Protection Legislation, Kiteworks will immediately inform Customer if, in its opinion, Customer's instructions violate the GDPR or applicable Data Protection Legislation, but Customer acknowledges and agrees that Kiteworks is not responsible for performing legal research and/or for providing legal advice to Customer. Kiteworks shall create records of all processing activities in its responsibility meeting at least the requirements of Article 30(2) and (3) of the GDPR.

2.2 **Limitations.** Customer acknowledges and agrees that software and services provided by Kiteworks give the Customer, not Kiteworks, control over access, additions, deletions, modifications, and monitoring of personal data and that, accordingly: (i) the core activities of Kiteworks do not involve any monitoring of a data subject; and (ii) Kiteworks does not have actual knowledge of the types of personal data that Customer may host using the Kiteworks Solution. Hence, Kiteworks does not have to appoint a data protection officer as referenced in Article 37 of the GDPR or a representative in the EU pursuant to Article 27(2)(a) of the GDPR.

2.3 **Sub-processors.** Customer and Data Controllers authorize Kiteworks to subcontract the processing of personal data to sub-processors. Kiteworks is responsible for any breaches of the Agreement caused by its sub-processors. Sub-processors will have the same obligations in relation to Kiteworks as Kiteworks does as a Data Processor (or sub-processor) regarding their processing of personal data. Kiteworks will evaluate the security, privacy, and confidentiality practices of a subprocessor prior to selection. Sub-processors may have security certifications that evidence their use of appropriate security measures. If not,

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Kiteworks will regularly evaluate each sub-processor's security practices as they relate to data handling.

2.4 New sub-processors. Kiteworks' use of sub-processors is at its discretion, provided that:

- (a) Kiteworks will notify Customer in advance (by email or such other means which Kiteworks makes available to its customers) of any changes to the list of sub-processors in place on the Effective Date (except for Emergency Replacements or deletions of sub-processors without replacement).
- (b) If Customer has a legitimate reason that relates to the sub-processors' processing of personal data, Customer may object to Kiteworks' use of a sub-processor, by notifying Kiteworks in writing within thirty days after receipt of Kiteworks' notice. If Customer objects to the use of the subprocessor, the parties will come together in good faith to discuss a resolution. Kiteworks may choose to: (i) not use the subprocessor or (ii) take the corrective steps requested by Customer in its objection and use the subprocessor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the Agreement on thirty days' written notice. If Customer does not object within thirty days of receipt of the notice, Customer is deemed to have accepted the new subprocessor.
- (c) If Customer's objection remains unresolved sixty days after it was raised, and Kiteworks has not received any notice of termination, Customer is deemed to accept the subprocessor.
- (d) The list of sub-processors current as of the Effective Date shall be set forth in Appendix 1.

2.5 Emergency Replacement. Kiteworks may change a subprocessor where the reason for the change is outside of Kiteworks' reasonable control. In this case, Kiteworks will inform Customer of the replacement subprocessor as soon as possible. Customer retains its right to object to a replacement subprocessor under Section 2.4.

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3. **Technical and Organizational Measures.** As set forth in Appendix 2, Kiteworks takes appropriate technical and organizational measures for its own systems to comply with data privacy in order to ensure a level of data protection appropriate to the risk resulting from the processing of personal data under the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the severity and likelihood of realization of risks for the rights and freedoms of data subjects. In particular, Kiteworks offers versions of the Kiteworks Solution which are certified as FIPS 140 compliant and/or for which Kiteworks has received FedRAMP authorization.

4. **Personal Data; Audit.**

4.1 Rights in Personal Data. Kiteworks recognizes that the right to use personal data is exclusive to Customer as data controller and Kiteworks does not claim any rights over the personal data. To the extent permitted by law, Kiteworks will inform Customer of requests made directly to Kiteworks from data subjects exercising their rights regarding personal data. Since it is the Customer, not Kiteworks, which retains control over the access, additions, deletions, modifications and monitoring of personal data, Customer shall be responsible to respond to such requests of data subjects. Similarly, if Kiteworks receives any subpoena or similar order from a court or other governmental authority which relates to the processing of personal data on behalf of the Customer, it will promptly pass on the same to Customer without responding to it, unless otherwise required by applicable law, and Customer shall promptly respond to the same. Upon termination or expiration of the Agreement, to the extent that Kiteworks maintains any personal data of Customer, it will either delete or return such personal data unless otherwise required by applicable law.

4.2 Reporting of Unauthorized Access. Kiteworks shall inform the Customer without undue delay, but at least within 48 hours, about any errors or unauthorized access or disclosure in processing of personal data of the Customer or any other breach of the protection of personal data.

4.3 Audit. At its sole cost and expense, Customer may audit Kiteworks' compliance with its obligations under this DPA up to once per year and upon at least 14 days advance written notice to Kiteworks, with such notice to include a detailed proposed audit plan; provided that to the extent required by the GDPR or applicable Data Protection Legislation, Customer or the

Kiteworks

relevant data protection authority may perform more frequent audits. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Kiteworks will review the proposed audit plan and provide Customer with any concerns or questions and work cooperatively with Customer to agree on a final audit plan. Kiteworks will contribute to such audits by providing the information and assistance reasonably necessary to conduct the audit, including any relevant records of processing activities applicable to Customer's use of the Kiteworks Solution where such records are not otherwise available to the Customer through the Kiteworks Solution. The audit must be conducted during regular business hours, may not unreasonably interfere with Kiteworks business activities, and be conducted subject to the agreed final audit plan and Kiteworks' or the applicable sub processor's internal policies. Customer will provide Kiteworks any audit reports generated as part of any audit under paragraph unless prohibited by the GDPR, applicable Data Protection Legislation, or the applicable data protection authority. Customer may use the audit reports only for the purposes of meeting Customer's regulatory audit requirements and/or confirming compliance with the requirements of this DPA. The audit reports are Confidential Information of the parties under the terms of the Agreement. Where assistance requested of Kiteworks in conjunction with such audit requires the use of resources different from or in addition to those required of Kiteworks under the Agreement, Customer shall pay for such additional resources at Kiteworks' then-current rates.

5. **Liabilities.** Liability of the parties under this DPA is governed by the Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the Effective Date.

KITEWORKS:

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Appendix List

Appendix 1 – Details of Data Processing

Appendix 2 – Technical and Organizational Measures

Appendix 3 – Standard Contractual Clauses

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Appendix 1

Details of Data Processing

Data Exporter

Name: The Customer or other Data Controller subscribed to the Kiteworks Solution that allows authorized users to enter, amend, use, delete or otherwise process personal data, as identified in the Agreement.

Address: As stated in the Agreement.

Contact person's name, position and contact details: [REDACTED]

Representative in the EU/UK, as applicable: [REDACTED]

Role: (Controller/Processor): Controller

Data Importer

Name: Kiteworks and its sub-processors, each as identified in the Agreement.

Address: As stated in the Agreement.

Contact person's name, position and contact details: Mehreen Mir, Sr. Contracts Manager, privacy@kiteworks.com

Data protection officer: N/A

Representative in the EU/UK, as applicable: Privacy inquiries should be directed to privacy@kiteworks.com.

Role: (Controller/Processor): Processor

Purpose(s) of the data transfer and further processing

Provision by Kiteworks of the Kiteworks Solution that includes the following support: *customer support to end users of the Kiteworks Solution*

Description of Transfer

Kiteworks

Kiteworks is the processor and processes personal data solely for the purposes mentioned in the Agreement on behalf of Customer's instructions as embodied in the Agreement. Kiteworks shall not use the personal data for any other purpose. Kiteworks will monitor its compliance with data protection requirements and its contractual obligations as well as the documented and authorized instructions of Customer provided during the term of the Agreement.

Categories of Data Subjects whose personal data is transferred

End users of the Kiteworks Solution.

Categories of personal data transferred

The transferred personal data submitted into the Kiteworks Solution may concern the following categories of data:

Personal Identifiable Information (PII) (First Last Names, Telephone number, email address)

Sensitive data transferred (if applicable) and 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 specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures. *N/A*

Processing Operations (Activities relevant to the data transferred under the DPA) The

transferred personal data is subject to the following basic processing activities:

The nature of the processing may include, but is not limited to, collection, recording, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): *Continuous.*

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The
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period
which

personal data will be retained, or, if that is not possible, the criteria used to determine that period: *For the duration of the License Agreement.*

Competent supervisory authority: *Netherlands.*

Adequacy decisions and/or appropriate safeguards

The following adequacy decisions and/or appropriate safeguards will apply to this Processing:

<u>Company</u>	<u>Purpose</u>	<u>Hosting location</u>
<u>Amazon Web Services, Inc.</u>	<u>Cloud service provider</u>	<u>United States</u>
<u>Salesforce Inc.</u>	<u>CRM solution</u>	<u>United States</u>

Not applicable.

List of
Subcontractors as
of the Effective
Date

Deleted: Company

Deleted: Amazon Web Services, Inc.

Deleted: Salesforce Inc.

Technical and Organizational Measures

The following sections define the Kiteworks’ current technical and organizational security measures. Kiteworks may change these at any time without notice so long as it maintains a comparable or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without diminishing the security level.

Control		Data Importer's response:
Physical access control	Description of measures to prevent unauthorized third parties from accessing data processing systems (DP systems) that allow the processing or use of personal data.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key.
Access control	Description of measures to prevent unauthorized third parties from using data processing systems that allow the processing or use of personal data.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key.
User access control	Description of measures to prevent persons from accessing data that is not considered mandatory in order to fulfil their tasks.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key.

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Transmission control	Description of measures to prevent unauthorized third parties from accessing personal data during transmission and/or transport.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key.
Entry control	Description of measures to ensure consistent tracking if personal data has been entered, amended or removed from data processing systems and by whom.	Kiteworks platform performs a full audit trail of data imported into the customer data. Data is tracked throughout its entire lifecycle through deletion.
Order control	Description of measures to ensure that personal data can only be processed in accordance with the instructions issued by the client.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key. PII of customer is only used to provide customer support and notifications. Customer may request removal of data at contract termination. PII used for services will be archived within 60 days
Availability control	Description of measures to protect personal data against accidental destruction or loss.	of contract end. All customer data hosted in AWS is backed up every 72 hours, retaining the last 2 backups. Customer may also choose additional High Availability options through multi-node deployments across multiple regions offered by AWS.

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Separation rule	Description of measures to ensure separate processing of different data sets.	All hosted customers are assigned unique Virtual Private Cloud (VPC) within AWS. Data separation is logically separated, with physical separation inherited from AWS.
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Appendix 3 STANDARD CONTRACTUAL CLAUSES

1. EU Standard Contractual Clauses

EU SCC term	Amendment / Selected option
Module	Module 2 (Controller to Processor)
Clause 7 (Docking clause)	not included
Clause 9 (Use of sub-processors) / Annex III	Option 2 shall apply. The list of sub-processors already authorized by Customers is contained in Appendix 1.
Clause 11 (Redress)	not included

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Clause 13 (Supervision) and Annex 1.C	The supervisory authority with responsibility for ensuring compliance by the data exporter is: where the data exporter is established within an EU member state, the supervisory authority of that EU member state OR where the data exporter is subject to EU GDPR pursuant to Article 3(2) EU GDPR and has appointed a representative in [Note to supplier: where applicable, <i>insert country where representative is established</i> , the supervisory authority of that EU member state OR where the data exporter is subject to EU GDPR pursuant to Article 3(2) EU GDPR, but has not appointed a representative in an EU member state, the supervisory authority of the EU member state where the relevant data subjects are located.
Clause 17 (Governing law)	Laws of the Netherlands
Clause 18 (Choice of forum and jurisdiction)	Courts of the Netherlands
Annex I.A (List of parties)	The relevant data exporters and data importers are specified in Appendix 1.
Annex I.B (Description of the transfer)	The categories of data subject, personal data categories, purposes of international transfer and processing, any additional safeguards, and if applicable the duration of processing and any maximum data retention periods are specified in Appendix 1.

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Annex II (Technical and organizational measures)	The relevant technical and organizational measures are specified in Appendix 2.
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2. UK Standard Contractual Clauses

2.1 UK Data Transfer Addendum

UK Data Transfer Addendum <i>Incorporating EU Standard Contractual Clause terms</i>	Amendment / Selected Option
Clause 7 (Docking clause)	not included
Clause 9 (Use of sub-processors) / Annex III	Option 2 shall apply. The list of sub-processors already authorized by Customer is contained in Appendix 1.
Clause 11 (Redress)	not included
Clause 13 (Supervision) and Annex 1.C:	The competent supervisory authority is the UK Information Commissioner's Office.
Clause 17 (Governing law):	Laws of England
Clause 18 (Choice of forum and jurisdiction):	Courts of England and Wales
Clause 9	Clause 9 shall be amended to read: "The Clauses shall be governed by the law of the country of the United Kingdom in which the data exporter is established, namely England".
Annex I.A (List of parties)	The relevant data exporters and data importers are specified in Appendix 1.
Annex I.B (Description of the transfer)	The categories of data subject, personal data

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	categories, purposes of international transfer and processing, any additional safeguards, and if applicable the duration of processing and any maximum data retention periods are specified in Appendix 1.
Annex II (Technical and organizational measures)	The relevant technical and organizational measures are specified in Appendix 2.

2.2

UK Controller-Processor Standard Contractual Clauses

UK Controller-Processor SCC (2010/87/EU)_	Amendment / Selected Option
Appendix 1	Appendix 1 identifies: 1.1 the "data exporter(s)". 1.2 the "data importers(s)". 1.3 the categories of data subject whose personal data is transferred. 1.4 the categories of personal data transferred (including special category data). 1.5 the activities of each of the "data importer(s)" and "data exporter(s)" and the purposes for which each uses the personal data being transferred. 1.6 the processing operations to which the Customer personal data transferred will be subject
Appendix 2	Appendix 2 identifies the relevant technical and organizational measures.
Clause 9 (Governing law)	Clause 9 shall be amended to read: "The Clauses shall be governed by the law of the country of

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	the United Kingdom in which the data exporter is established, namely England".
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Confidential

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Confidential

Attachment 4

Kiteworks Privacy Notice

Data privacy is a fundamental aspect of the business of Kiteworks USA, LLC and its wholly-owned subsidiaries (collectively, “Kiteworks,” “we,” “us,” or “our”). This Privacy Notice (“Notice”) explains how we collect, use, and share information, including personal information when you use or access our website and when you purchase a license online (collectively, the “Kiteworks Website”) as an actual or potential Customer (each a “Customer”) or when you engage with us directly. Except for a Customer’s account information provided upon registration, this Notice does not apply to the use of the software products licensed via the Kiteworks Solutions License Agreement.

We respectfully use appropriate personal information in order to market, sell, deliver, and support the solutions that we offer.

We do not collect personal information that is unnecessary for the marketing, selling, delivery, and support of our solutions, such as demographic, biometric, medical, or social information.

We are a Controller of limited, non-sensitive personal information, for the expressly legitimate purposes of direct marketing, selling, delivering, and supporting the Kiteworks Website. Our systems, employees, contractors, and affiliates cannot access personal information collected from our customers even when that information may be contained in customer applications which use the Kiteworks Website under the control of customers.

We do not sell or share with third parties the information that we collect, except sharing of information with limited reputable partners involved in the direct selling of our solutions and for the specific purpose of selling our solutions, and with vendors who provide us information management solutions used by us under our control. We periodically appoint digital marketing agents to conduct marketing activity on our behalf; such activity may result in the compliant processing of personal information.

We use standard industry practices to maintain the confidentiality and security of the information we collect.

Please treat this information as private and confidential.



We will only retain your personal information for the period necessary to fulfill the purposes outlined in [this Privacy Notice](#). For personal data processed according to your consent, we will keep it until you withdraw your consent.

The specific information that we collect and how we use it reflects the nature of your relationship with us.

We will not have a direct relationship with individuals whose personal information is controlled by Customers and used in connection with Kiteworks Sware. Accordingly, if you are an end user and you contact us about your personal information controlled by a Customer, we will direct you to the Customer for any questions or requests with respect to your personal information controlled by them. Kiteworks is not in the business of collecting or monetizing personal information for California consumers; please see the California Supplemental Privacy Statement.

Personal information You Provide to Us

We receive personal information from you when you request information from us, when you register or log in to use the Kiteworks Website, when you use our mobile applications, when you submit customer support requests, or when you agree to provide testimonials for us to make publicly available. The types of personal information collected will depend on the purpose, but may include personally identifiable information such as your full name, address, company, email address, and telephone number. If you order products from us through our website, personal information can include any financial and commercial information you provide for that purpose. And we may collect personal information about you such as location information, device identifiers, or IP addresses, depending on the context in which it is collected.

Personal information is used for providing the Kiteworks Website to you, for customer support requests, to contact you as requested, or for agreed-upon testimonials. We may also use personal information to communicate with you about news and information regarding the Kiteworks Website, to operate, maintain, and improve the Kiteworks Website, to facilitate your use of the Kiteworks Website, to investigate and prevent fraud and other illegal activities.

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Information Collected Automatically

We may receive and store certain types of non-personal information whenever you interact with our website, or our desktop and mobile applications that are part of the Kiteworks Website. For example, for website visitors, Kiteworks may choose to automatically receive and record information about your browser, your IP address, cookie information, the page you requested, the numbers and frequency of visits to our site and its components. In addition, we may also record the pages you visit on the website through the use of pixel tags (also called “clear gifs” or “beacons”) and we may use Local Storage Objects (“LSOs”) such as HTML5 to store content information and preferences.

For mobile application users, we may receive data about the version of the mobile application you’re using, the device type and operating system on which it is used, language used, general geographic location data (not lat/long), and settings and events in the mobile application.

Further, if we contact you by email, we may receive a confirmation when you open an email from Kiteworks if your computer supports this type of program.

Kiteworks generally only uses this data in aggregate form: that is, as a statistical measure, and not in a manner that would identify you personally. However, if you have registered with Kiteworks using our site and your browser accepts cookies, or where we have deployed pixel tags and/or LSOS, Kiteworks may automatically collect individualized information regarding your visits to Kiteworks’s site (“Individual Site Usage Information”) to provide you with a more personalized customer experience. If you are interested in preventing the collection of Individual Usage Information, please see the “What About Cookies” section below for further information.

What about Cookies?

Cookies are alphanumeric identifiers that we may transfer to your computer’s hard drive through your browser to enable our systems to recognize your browser and tell us how and when pages in our site are visited and by how many people. Kiteworks cookies do not collect personal information; however, we may combine the general information collected through

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cookies with other personal information in connection with our collection of Individual Site Usage Information (as described above). If you do not wish to have your Individual Site Usage Information collected, most browsers have an option for turning o the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. Also, various browsers may offer their own management tools for removing HTML5 LSOs. Please be aware that disabling those tools may reduce your ability to access certain portions of the Kiteworks website. You may also have additional rights as a user of the Kiteworks Website, as provided in the “Additional Rights” section below.

Will Kiteworks Share Any of the Personal Information it Receives?

We neither rent nor sell your personal information to anyone. We share your personal information only with your consent or to business partners and affiliates as described below:×

Hello! I'm your AI virtual assistant.

Agents: We may employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products or services to you. Unless we tell you differently, Kiteworks’s agents do not have any right to use personal information we share with them beyond what is necessary to assist us. You hereby consent to our sharing of personal information for the above purposes.

Business Transfers: In some cases, we may choose to buy or sell business assets. In these types of transactions, customer information is typically one of the business assets that is transferred. Moreover, if Kiteworks, or substantially all of its assets, were acquired, customer information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Kiteworks may continue to use your personal information as set forth in this Notice.

Protection of Kiteworks and Others: We may release personal information when we believe in good faith that release is necessary to comply with any law; respond to lawful requests by public authorities, including to meet national security or law enforcement requirements; enforce or apply our terms of use and other agreements; or protect the rights, property, or safety of Kiteworks, our employees, our customers, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

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Affiliates: To operate our group of companies effectively, we use shared systems, resources and sub-contractors so personal information and anonymous information may be transferred to these parties, stored or processed outside the European Economic Area (“EEA”) or the country where you or a Customer’s end user is located. Where we do so we will ensure that any transfer is subject to appropriate safeguards and this Notice.

By accessing or using the Kiteworks Website or otherwise providing information to us, you consent to the processing and transfer of information, including personal information, in and to the U.S. and other countries and territories, which may have different privacy laws from your country of residence.

Your Choices

If you are a user of the Kiteworks Website, you may update, correct or delete personal information about you at any time by logging into your online account and modifying your information or by emailing us at privacy@kiteworks.com. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Notice.

You may opt out of receiving promotional and newsletter emails from Kiteworks by following the opt-out instructions provided in those emails. You may also opt-out of receiving promotional emails and other promotional communications from us at any time by emailing privacy@kiteworks.com with your specific request. If you opt out, we may still send you nonpromotional communications, such as security alerts and notices related to your access to or use of the Kiteworks Website or those about your online account or our ongoing business relations.

See the “Additional Rights” section below for more choices you may have regarding our use of your personal information.

Security

Kiteworks takes appropriate steps to ensure data privacy and security, including through various hardware and software methodologies. However, due to the open communication nature of the Internet, we cannot guarantee that communications between you and the Kiteworks website, and the Kiteworks website and you, will be free from unauthorized access by third parties. Users of the Kiteworks website do so at their own risk with respect to such communications.

Kiteworks

Do Not Track

Currently, we do not respond to “Do Not Track” browser features, but we may in the future as industry standards evolve.

Children

Kiteworks’s website and services are not intended to be used by children under the age of 18 and Kiteworks requests that children under the age of 18 not use the Kiteworks website nor submit any personal information to the Kiteworks website. Kiteworks does not knowingly collect personal information from children under the age of 18. Since information regarding children under the age of 18 is not collected, Kiteworks does not knowingly use or distribute personal information regarding children under the age of 18. If Kiteworks obtains actual knowledge that it has collected personal information about a child under the age of 18, that information will be immediately deleted from our database.

Brevo

Parts of this website uses the services of Brevo to send out SMS to your phone numbers for marketing purposes. The provider for this service is **Sendinblue SAS** registered at 106 boulevard Haussmann, 75008 Paris, France. Brevo’s privacy policy is available at <https://www.brevo.com/legal/privacypolicy/> and Whatsapp privacy policy is available at <https://www.whatsapp.com/legal/business-terms>.

SMS Terms & Conditions

Kiteworks sends product-related communications and marketing messages. Message frequency varies. Message and Data Rates May Apply. Reply STOP to stop. Reply HELP for info or email us at marketing@kiteworks.com or call us at +1-650-687-3130. Carriers are not liable for delayed or undelivered messages.

HubSpot, Inc.

If you contact us via the chat function on our website or through WhatsApp, we use the service provider **HubSpot Inc.** to facilitate and manage our communications with you. This includes communication via SMS, email, and other messaging services. We use this data to discuss marketing-related topics and to provide you with personalized product offers. In the course of such communication, we typically process your name, email address, and phone number. We

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may also share the personal data collected through these channels with our affiliated companies where this is necessary to:

- Respond to your inquiry,
- Provide customer support, or
- Develop and send tailored product offerings.

Any such sharing is conducted strictly in accordance with applicable data protection laws and only to the extent necessary for the above purposes.

HubSpot Inc., headquartered in the United States, acts as our data processor and supports us in storing and managing this information. Further information about HubSpot’s data processing practices can be found in [HubSpot’s Terms of Service](#) and [Privacy Policy](#). HubSpot participates in the EU-U.S. Data Privacy Framework and ensures an adequate level of data protection for transfers of personal data from the EU to the U.S., in accordance with Article 45 GDPR.

Privacy Policy

Kiteworks respects your privacy. We will not share or use your mobile number for any other purpose. We will only use information you provide to transmit your text message. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the Service, you agree to provide accurate, complete and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If we, in our sole discretion, believe that any such information is untrue, inaccurate or incomplete, we may refuse you access to the Service and pursue any appropriate legal remedies.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt in data and consent; this information will not be shared with any third parties.

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Changes to this Privacy Notice

Kiteworks may amend this Notice from time to time. Use of information we collect now is subject to the Notice in effect at the time such information is collected. If we make changes in the way we use personal information, we will notify you by posting an amendment to the Notice on the website. Such modifications will become effective on the day they are posted. Kiteworks encourages you to frequently review this Notice for any modifications.

If you disagree with any changes to this Privacy Notice and do not wish your information to be subject to the revised Privacy Notice, you will need to stop using the Kiteworks Website. Your use of the Kiteworks Website after the posting of such changes shall constitute your consent to such changes.

Your Additional Rights

In accordance with the laws of certain jurisdictions, you may have certain rights and choices regarding the personal data we collect and maintain about you, and how we communicate with you. Where the EU General Data Protection Regulation 2016/679 ("GDPR"), the California Consumer Privacy Act of 2018 ("CCPA") (as amended by the California Privacy Rights Act of 2020 ("CPRA")), or similar legal requirements apply to the processing of your personal data (collectively, "Data Protection Laws"), especially when you access the website from a country in the European Economic Area ("EEA"), as an individual in the European Union, the United Kingdom or Switzerland pursuant to EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, or as a consumer in the state of California or Virginia, or in a jurisdiction with similar legal protections, you may have the following rights:

1. The right to request information about our use of your personal data;
2. The right to review and access your personal data;
3. The right to rectify (correct, update or modify) the personal data we hold about you;
4. The right to erase (i.e., delete), de-identify, anonymize or block your personal data;
5. The right to restrict our use of your personal data;
6. The right to object to our use of, or certain types of disclosures of, your personal data;
7. The right to request the transfer of your personal data we hold about you to a third party;
8. The right to receive your personal data in a usable format and transmit it to a third party (also known as the right of data portability); and

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9. The right to lodge a complaint with your local data protection authority. In the European Economic Area you can find those at https://edpb.europa.eu/about-edpb/board/members_en.

If you would like to exercise such rights, please contact us at privacy@kiteworks.com with your specific request. We will consider your request in accordance with applicable laws and, where required to adhere to your request, we will do so within the time periods required by applicable law (generally 30 days following the request). To protect your privacy and security, we may take steps to verify your identity before complying with the request.

In addition to contacting us via email at privacy@kiteworks.com, you may contact us by mail at the following address: Kiteworks USA, LLC

1510 Fashion Island Boulevard, Suite 100
San Mateo, CA 94404
Attn: Privacy Compliance

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Last Updated On: July 8, 2025

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