

Vanta Terms of Service

For US Government Transactions Only

Last revised: July, 2026

Please read these Terms of Service (the “Agreement”) carefully before using the Services (defined below) offered by Vanta Inc., a Delaware corporation with a place of business at 655 Montgomery Street, San Francisco, CA 94111 (“Vanta”). By mutually executing one or more order forms with Vanta that reference this Agreement (“Order Form”), you (“Customer”, “you” and “your”) agree to be bound by this Agreement. If you don’t agree to this Agreement, do not use the Services. In addition, any online Order Form which you submit via Vanta’s standard online process and which is accepted by Vanta shall be deemed to be mutually executed and incorporated herein by reference. All applicable Order Forms and this Agreement shall together be referred to as this “Agreement.” If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement. In that case, “you”, “your”, and “Customer” will additionally refer to that company or other legal entity. If Customer is an instrumentality of the U.S. federal government (“U.S. Government”), this Agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

Provided Customer is an instrumentality of the U.S. Government, any disputes under this Agreement will be adjudicated pursuant to the applicable disputes clause in the underlying government contract.

Section 1. Services.

1.1. Services. The “Services” mean the Vanta products and services that are ordered by Customer from Vanta (or a reseller or managed services provider authorized by Vanta (collectively, “Resellers”)) that are made available to Customer. Subject to the terms and conditions of this Agreement, Vanta will make the Services available to Customer during the Term. Vanta will provide the Services in accordance with the Service Level Agreement available at <https://www.vanta.com/legal/sla>, a current copy of which is attached hereto.

1.2. Support. Vanta will provide commercially reasonable support during the Service Period in accordance with Vanta’s Support Policy, the current version of which is attached hereto and available at <https://www.vanta.com/legal/support-policy>.

1.3. Authorized Users. Customer may designate and provide access to the Services to employees, agents, or authorized contractors (each an “Authorized User”). Customer is responsible for all use and misuse of the Services by Authorized Users and for adherence to all terms of this Agreement by any Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as necessary and applicable. Customer agrees to promptly notify Vanta of any unauthorized access or use of the Services of which Customer becomes aware. Authorized Users are strictly prohibited from sharing their accounts or account passwords and their doing so is a material breach of this Agreement by Customer.

Section 2. Fees and Payment.

2.1. Pricing. Certain Services are offered under different pricing plans. Your rights and obligations with respect to such Services will be based in part on the pricing plan you choose. All fees are stated and solely payable in U.S. Dollars (unless otherwise stated during the payment process), and not subject to setoff.

2.2. Payment Terms.

2.2.1. Subscriptions. If you purchase the Services directly from Vanta pursuant to an Order Form (each such purchase, a “Subscription”), you expressly authorize us to charge you through our third-party payment processor to charge you for such Services. The processing of payments will be subject to such third-party payment processor’s terms, conditions and privacy policies. You acknowledge and agree that Vanta has no liability with respect to a third party payment processor’s errors, acts or omissions.

2.2.2. Purchases via Reseller or MSP. If you purchase the Services via an authorized Reseller, you acknowledge and agree that you are required to make any payments directly to such Reseller. You further acknowledge and agree that Vanta will not be responsible for (a) the obligations of any Reseller to you under any separate agreement between you and such Reseller, (b) the acts or omissions of any Reseller or (c) any third-party products or services furnished to you by any Reseller.

2.2.3. You represent and warrant that you have the legal right to use all payment methods that you provide to us.

2.3 Provided Customer is an instrumentality of the U.S. Government, in the event a dispute arises under this Agreement, Vanta will continue performance while the dispute is adjudicated pursuant to the applicable disputes clause in the underlying government contract.

2.4 Free Trial Services; Beta Services.

2.4.1 Trial Services. If Customer is granted access to Trial Services, Vanta will make the applicable Trial Services available to Customer pursuant to this Agreement once Customer registers and is approved for such Trial Services until the earlier of: (a) the end of the Trial Services period communicated to Customer; (b) the start date of any Subscription; or (c) termination by Vanta in its sole discretion (such period, the “Trial Services Period”). ANY CUSTOMER INFORMATION (DEFINED BELOW) THAT CUSTOMER PROVIDES OR MAKES AVAILABLE TO VANTA DURING THE PROVISION OF TRIAL SERVICES MAY BE PERMANENTLY DELETED AT THE END OF THE TRIAL SERVICES PERIOD, AT VANTA’S DISCRETION, UNLESS CUSTOMER PURCHASES A SUBSCRIPTION FOR THE SAME SERVICES AS THOSE COVERED BY THE TRIAL SERVICES OR EXPORTS SUCH CUSTOMER INFORMATION BEFORE THE END OF THE TRIAL SERVICES PERIOD.

2.4.2 Beta Offerings. From time to time, Vanta may make Beta Offerings available to Customer at no charge. “Beta Offerings” means prerelease services, features, or functions identified as alpha, beta, preview, early access, or words or phrases with similar meanings. Customer may elect to try such Beta Offering(s) in its sole discretion. Beta Offerings are intended for evaluation purposes, not for production use, and may be subject to additional terms. Beta Offerings are not considered “Services” under this Agreement; however, all prohibited uses, Customer obligations and terms regarding Vanta’s ownership concerning the Services shall apply to Beta Offerings. Unless otherwise stated or communicated to Customer, any Beta Offerings trial period will expire upon the date that a version of the Beta Offerings becomes generally available without a “Beta Offerings” designation. Vanta may discontinue Beta Offerings at any time in its sole discretion and may never make them generally available.

2.4.3. Disclaimers.

TRIAL SERVICES AND BETA OFFERINGS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND VANTA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE TRIAL SERVICES OR BETA OFFERINGS UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE VANTA’S LIABILITY WITH RESPECT TO THE TRIAL SERVICES OR BETA OFFERINGS SHALL NOT EXCEED \$100.00. CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO VANTA AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE TRIAL

SERVICES OR BETA OFFERINGS, ANY BREACH BY CUSTOMER OF THESE TERMS AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

Section 3. Term and Termination.

3.1. Term and Renewal. This Agreement will remain in effect through the term of the Subscription. Where applicable, the term of a Subscription ordered under an Order Form will renew as specified in the Order Form, unless otherwise terminated in accordance with this Section. Except where Customer is an instrumentality of the U.S. Government, if the Order Form does not otherwise specify, the initial Subscription term will be one (1) year ("Initial Term") and will automatically renew for successive one (1) year periods thereafter (each, a "Renewal Term", and collectively with the Initial Term, the "Services Term") unless either party provides the other party with written notice of termination at least thirty (30) days prior to the end of the then-current term. If the Customer is an instrumentality of the U.S. Government, nothing contained herein will be construed as an automatic renewal and the term of the Agreement will be governed by the underlying government contract.

3.2. Termination for Cause. Provided Customer is an instrumentality of the U.S. Government, any disputes under this Agreement will be adjudicated pursuant to the applicable disputes clause in the underlying government contract

3.3. Effect of Termination and Survival. Upon termination or expiration of a Subscription or this Agreement (a) with respect to termination of the Agreement, all Subscriptions and the licenses granted hereunder will immediately terminate, (b) Customer will have no further right to use the Services under the terminated or cancelled Subscriptions and Vanta will remove Customer's access to same, and (c) unless otherwise specified in writing, Customer will not be entitled to any refund of fees paid. The following Sections will survive termination: Section 2 (Fees and Payment), Section 3.3 (Effect of Termination and Survival), Sections 4.1, 4.2 and 4.4 (Ownership, Feedback, and Customer Information), Section 5 (Confidentiality), Section 7.3 and 7.4 (Customer Warranties and Disclaimers), Section 8 (Indemnification), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous). Termination of this Agreement will not limit a party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement. Notwithstanding the foregoing, if the Customer is an instrumentality of the U.S. Government, termination of the Agreement will be governed by the underlying government contract.

Section 4. Ownership, License, and Use of the Services.

4.1. Ownership. Each party will retain all rights, title and interest in and to any of its patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights ("Intellectual Property Rights"). Vanta will retain all Intellectual Property Rights in and to the Services and all components of, or used to provide, the Services and any other materials developed by Vanta in its performance hereunder that derive from, improve, enhance or modify the Services or other Vanta preexisting intellectual property (collectively with the corresponding Intellectual Property Rights, "Services Information"). Customer will retain Intellectual Property Rights in all information uploaded to the Services by or on behalf Customer (other than Feedback as described below), including any outputs or results thereof produced by the Services from such information (excluding any Vanta intellectual property embedded therein) (collectively, "Customer Information").

4.2. Feedback. Customer may, under this Agreement, provide suggestions, enhancement requests, recommendations about the Services, or other feedback to Vanta (the "Feedback"). Customer hereby assigns and agrees to assign to Vanta all right, title and interest in and to any Feedback. Vanta also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by such Feedback. Vanta acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

4.3. Vanta License. Subject to Customer's compliance with this Agreement, Vanta hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to and license to access and use the Services during the Services Term (or Trial Services Period, where applicable) for the internal business purposes of Customer and in accordance with any documentation provided by Vanta.

4.4. Customer Information. Customer hereby grants Vanta a non-exclusive right and license to use Customer Information to provide the Services to Customer. Notwithstanding anything to the contrary, Vanta may generate, collect, use, and analyze usage data generated or derived from Customer's use of the Services ("Usage Data"), including log data and metadata, to develop, improve, promote, support, and operate its products and services; provided that such Usage Data may only be shared with third parties in a manner that is aggregated and/or anonymized and does not identify Customer or any Authorized Users.

4.5. Prohibited Uses. Customer and Authorized Users will not: (a) "frame," distribute, resell, or permit access to the Services by any third party other than as allowed by the features and functionality of the Services; (b) use the Services in violation of applicable laws or in a manner that violates any third party Intellectual Property Rights or contractual or other proprietary rights; (c) interfere with, disrupt, or gain unauthorized access to the Services; (d) successfully or otherwise, attempt to: decompile, disassemble, reverse engineer, discover the underlying source code or structure of, or copy the Services; (e) provide Vanta any Customer Information or Feedback that is unlawful, defamatory, harassing, discriminatory, or infringing of third party Intellectual Property Rights; (f) transfer to the Services or otherwise use on the Services any code, exploit, or undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm or provide unauthorized access to the Services; (g) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services; (h) provide access to the Services to an individual associated with a Vanta Competitor (defined below); (i) extract information from the Services in furtherance of competing with Vanta; (j) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party; (k) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services; (l) introduce into the Services any software containing a virus, worm, "back door," Trojan horse or similarly harmful code; (m) use the Services for the benefit of a third party; (n) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (o) use the Services to build an application or product that is competitive with the Services; (p) bypass any measures Vanta may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Service); or (q) permit any third party to engage in any of the foregoing proscribed acts (each of (a) through (q), a "Prohibited Use" and, collectively, the "Prohibited Uses"). A "Vanta Competitor" is any entity that provides the same or similar goods and services to those provided by Vanta, as would be determined by a reasonable individual. Customer will promptly notify Vanta of any violations of the above prohibited uses by an Authorized User or a third party and require such Authorized User or third party to immediately cease any such use. Provided Customer is an instrumentality of the U.S. Government, any disputes under this Agreement will be adjudicated pursuant to the applicable disputes clause in the underlying government contract

4.6. Artificial Intelligence.

4.6.1. AI Features. Customer acknowledges that the Services offer features that leverage the use of artificial intelligence, machine learning, or similar technologies provided by Vanta and/or its licensors ("AI Features"). Use of AI Features by Customer is voluntary and Vanta will inform Customer via the Services before an AI Feature is engaged for the first time for Customer's use. Customer will have the ability to disable AI Features within the Services at the admin level for all Authorized Users by using the functionality of the Services.

Vanta will not, and will not permit any third party to, use any Customer Information to train any artificial intelligence or machine learning models; provided that Vanta may use Feedback (e.g., Customer labeling of suggestions from AI Features with a thumbs up or thumbs down) and Usage Data for the purpose of training and improving its AI Features.

4.6.2. Disclaimer. Vanta warrants that the AI Outputs will perform substantially in accordance with AI Outputs written materials accompanying it. Except as expressly set forth in the foregoing, Vanta makes no covenants, representations or warranties regarding any outputs generated, transmitted or made available in connection with Customer's or any Authorized User's use of AI Features ("AI Outputs"), including, without limitation, with respect to the accuracy, quality or truthfulness thereof. AI Outputs should be used at Customer's own risk. Due to the nature of AI Features generally, Customer acknowledges that it is possible that (a) Customer's AI Outputs may be similar to outputs generated by other Vanta customers' use of the Services, (b) the same input may result in different AI Outputs from one use to the next and (c) the AI Outputs may not be accurate, reliable or suitable for Customer's requirements. Before leveraging any AI Outputs in any manner, Customer and its Authorized Users are responsible for making their own determination that the AI Outputs are suitable, and Customer is solely responsible for any reliance on the accuracy, completeness, or usefulness of any AI Outputs. Neither Customer nor any Authorized User may represent that any AI Outputs were human generated.

Section 5. Confidentiality. As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party (the "Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Services and Customer Information are Confidential Information under this Agreement. Except as expressly permitted in this Agreement, the Receiving Party shall treat as confidential all Confidential Information of the Disclosing Party and will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement, such obligations including, in the case of Vanta, to provide the Services. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior written notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (i) was rightfully known to the Receiving Party without restriction before receipt from the Disclosing Party, (ii) is rightfully disclosed to the Receiving Party without restriction by a third party, (iii) is or becomes generally known to the public without violation of these Agreement by the Receiving Party, or (iv) is independently developed by the Receiving Party or its employees without access to or reliance on such information. Notwithstanding the foregoing, if the Customer is an instrumentality of the U.S. Government, the Customer's responsibilities under this Section 4 will be governed by the Freedom of Information Act, as applicable.

Section 6. Privacy and Security Practices. Vanta will implement and maintain appropriate administrative, physical and technical safeguards during the Term to protect the security, confidentiality and integrity of Customer Information. Vanta's current security and data protection practices are attached hereto and set forth at <https://www.vanta.com/legal/information-security-addendum> ("Vanta Information Security Addendum"). Customer's use of the Services is subject to the Vanta Data Processing Addendum the current version of which is attached hereto and available at <https://www.vanta.com/legal/dpa> ("Vanta Data Processing Addendum").

Section 7. Representations, Warranties, and Disclaimers.

7.1. Authority. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2. Vanta Warranties. Vanta warrants that during an applicable Services Term the Services will perform materially in accordance with any applicable documentation provided to Customer. This warranty shall not extend to nonconformance with the documentation resulting from Customer's use of the Services in violation of this Agreement or not in accordance with such documentation. For any breach of a warranty in this section, Vanta will, as Customer's sole and exclusive remedy, either replace or repair the Services with a solution that materially conforms to the documentation. In the event of a breach of warranty under Section 7.2, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulation or supplements, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

7.3 Customer Warranties. Customer, not Vanta, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Information. Customer represents and warrants that it has all rights necessary to provide the Customer Information to Vanta as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, Intellectual Property Rights and rights of privacy). Customer hereby represents and warrants that it has all rights, licenses, permissions and consents necessary to connect, use and access any Third Party Products that it integrates with the Services.

7.4. Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, AI OUTPUTS, SERVICES INFORMATION AND ANY OTHER INFORMATION OR ADVICE OBTAINED BY CUSTOMER THROUGH THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND VANTA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT VANTA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, ACCURATE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM VANTA OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. THE PARTIES ADDITIONALLY AGREE THAT VANTA WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR CUSTOMER'S COMPLIANCE PROGRAMS, AND THAT THE SERVICES, TO THE EXTENT APPLICABLE, ARE ONLY TOOLS FOR ASSISTING CUSTOMER IN MEETING THE VARIOUS COMPLIANCE OBLIGATIONS FOR WHICH IT SOLELY IS RESPONSIBLE.

In the event of a breach of warranty under Section 6, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulation or Supplements, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

Section 8. Indemnification.

8.1. Indemnification by Vanta. Vanta will indemnify and hold Customer harmless from any third party claim alleging that the Services infringe or misappropriate a third party's valid U.S. patent. Vanta will, at its expense, defend such claim and pay any settlement of such claim agreed to by Vanta or damages finally awarded to such third party in connection therewith, provided that (a) Customer promptly notifies Vanta of the threat or notice of such claim; (b) Vanta will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Vanta will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (c) Customer fully cooperates with Vanta in connection therewith. If use of a Service by Customer has become, or, in Vanta's opinion, is likely to become, the subject of any such claim, Vanta may, at its option and expense, (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Vanta, terminate the Subscription and repay, on a pro-rata basis, any Fees previously paid to Vanta for the corresponding unused portion of the Term for such

Subscription. Vanta will have no liability or obligation under this Section with respect to any claim if such claim is caused in whole or in part by (u) compliance with designs, data, instructions or specifications provided by Customer; (v) modification of the Services by anyone other than Vanta; (x) the combination, operation or use of the Services with other hardware or software where the Services would not otherwise be infringing; (y) Customer's continuation of allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (z) Customer's use of the Service in a manner not strictly in accordance herewith. The provisions of this Section state the sole, exclusive, and entire liability of Vanta to Customer and constitute Customer's sole remedy with respect to an infringement claim brought by reason of access to or use of a Service by Customer or Authorized Users.

SECTION 9. LIMITATION OF LIABILITY.

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CUSTOMER'S BREACH OF SECTION 4.5, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THESE TERMS, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF VANTA), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THESE TERMS OR THE SERVICES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE SERVICES WILL EXCEED THE FEES PAID BY CUSTOMER DIRECTLY TO VANTA FOR THE APPLICABLE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; PROVIDED THAT LIABILITY (I) FOR BREACHES OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5, (II) FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, OR (III) DUE TO PROHIBITED USES WILL NOT IN THE AGGREGATE EXCEED TEN TIMES (10X) THAT AMOUNT.

9.3 NOTWITHSTANDING SECTIONS 9.1 AND 9.2, NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL MISCONDUCT OR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9.4 CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF VANTA WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. VANTA HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THESE TERMS. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Notwithstanding the foregoing, If Customer is an instrumentality of the U.S. Government, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulation or Supplements, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

Section 10. Miscellaneous.

10.1. Entire Agreement. This Agreement, if applicable, constitute the entire agreement, and supersedes all prior agreements, between Vanta and Customer regarding the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Vanta with respect thereto. If Customer is an instrumentality of the U.S. Government, and this Agreement conflicts with the terms of the underlying government contract, the applicable order of precedence clause in the government contract will govern.

10.2. Assignment. Unless the Customer is an instrumentality of the U.S. Government, Vanta may assign all of its rights and obligations hereunder without consent. This Agreement shall not be assignable by Customer, whether by operation of law or otherwise, without the consent of Vanta. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

10.3. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

10.4. Relationship of the Parties. The parties are independent contractors. These Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

10.5. Notices. All notices provided by Vanta to Customer under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or U.S. mail to the contact mailing address provided by Customer on the Order Form; or (b) electronic mail to the electronic mail address provided for Customer's account owner. Customer must give notice to Vanta in writing by Courier or U.S. mail to 655 Montgomery Street, San Francisco, CA 94111 Attn: Legal Department and by email to legal@vanta.com. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

10.6.RESERVED.

10.7. Export Compliance. The Services and other software or components of the Services that Vanta may provide or make available to Customer are subject to U.S. export control and economic sanctions laws as administered and enforced by the Office of Foreign Assets and Control of the United States Department of Treasury. Customer will not access or use the Services if Customer or any Authorized Users are located in any jurisdiction in which the provision of the Services, software, or other components is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and Customer will not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents and warrants that (a) it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) it will not permit any individuals under its control to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the United States and the countries in which it and Authorized Users are located.

10.8. Anti-Corruption. Customer represents and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Vanta's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give notice to Vanta.

10.9. Publicity and Marketing. Vanta may use Customer's name to identify Customer as a client of Vanta on Vanta's website and other marketing materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. To revoke your consent of such use, please email legal@vanta.com.

10.10. Force Majeure. In accordance with FAR Clause 52.212-4(f), Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

10.11. Amendments. Vanta may non-materially amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. Vanta will use commercially reasonable efforts to notify Customer thirty days prior to the effective date of any such amendment that may materially impact Customer's use of the Services and Customer's continued use of the Services following the effective date of any such non-material amendment may be relied upon by Vanta as consent to any such amendment.

10.12. Third Party Products and Services.

10.12.1. Third Party Products. Customer may enable integrations between the Services and third-party products, applications, and services (collectively, "Third Party Products"). Customer's use of such Third Party Products will be subject to the privacy policies and terms and conditions of such third party providers. Customer acknowledges and agrees that Vanta makes no representations, warranties or covenants regarding such Third Party Products. Customer hereby waives any claim against Vanta with respect to Customer's enablement of, access to or use of such Third Party Products in connection with the Services.

10.12.2. Third Party Services. If an Order Form contemplates Customer obtaining third party certifications or testing services (e.g., an audit or penetration testing services) (collectively, "Third Party Services"), Customer acknowledges and agrees that such Third Party Services will be performed by an independent third party and not by Vanta. Customer may be required to enter into an engagement letter or separate agreement with such third party in connection with such Third Party Services prior to the provision thereof which shall govern Customer's receipt of such Third Party Services. Vanta will not be a party to such engagement letter or separate agreement and bears no responsibility for the quality, accuracy, or completeness of the Third Party Services. Customer acknowledges and agrees that Vanta makes no representations, warranties or covenants with respect to such Third Party Services.

10.13. Waiver. Vanta's failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

10.14. U.S. Government Customers. The provisions of this Section 10.14 shall apply only if the Customer or its organization is an instrumentality or component of the U.S. Government. Customer agrees that the Services were developed solely at private expense and are "commercial product[s]" and "commercial computer software" as those terms are defined at FAR 2.101. If a right to access the Services is procured for or on behalf of Customer, Customer is solely granted those rights in technical data and computer software customarily provided to Vanta's customers as described in this Agreement and as contemplated by (i) FAR 12.211 and FAR 12.212 if Customer is part of any agency other than the U.S. Department of Defense and (ii) DFARS 227.7202-3 and DFARS 252.227-7015 if Customer is part of the U.S. Department of Defense. Vanta will have no obligation to deliver additional data to the U.S. Government or any third party other than the Services expressly identified in writing by Vanta as being provided subject to this Agreement. This Agreement, including this Section 10.14,

applies in lieu of any other FAR, DFARS, or other clause, provision, statute, or supplemental regulation that addresses U.S. Government rights in technical data or computer software. The validity, interpretation, and enforcement of this Agreement shall be governed and construed in accordance with the federal laws of the United States and the federal common law of government contracts as established by the federal courts in the District of Columbia. If the government contract includes the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, Customer agrees that the terms of this Agreement will control over the paragraphs of that clause permitted to be tailored by FAR 12.302.

Vanta Service Level Agreement (as of August 6, 2025)

This Vanta Service Level Agreement describes Vanta's service level commitment in connection with Customer's use of the Services. Capitalized terms used but not defined in Service Level Agreement have the meanings given to them in the MSA.

1. Uptime Guarantee

During the Service Period of Customer's Order Form, the Services will have a 99% monthly Uptime percentage ("**Guaranteed Uptime**"). Guaranteed Uptime is determined on a calendar month basis. If Guaranteed Uptime is not met during any given month, Customer will be eligible to receive the Fee Credits described below against future Fees.

2. Customer Must Request Fee Credits

To receive Fee Credits, Customer must notify Vanta within thirty (30) days after the end of the calendar month where Vanta did not meet Guaranteed Uptime. Such notice should include all information reasonably necessary for Vanta to validate Customer's claim. Failure to comply with the foregoing requirements will forfeit Customer's right to receive a Fee Credit. If Customer rightfully requests Fee Credits in accordance with this section, Vanta will apply the applicable Fee Credits to Customer's next invoice.

3. Exclusive Remedies

Fee Credits are Customer's sole and exclusive remedy for any failure by Vanta to meet Guaranteed Uptime.

4. Definitions

"Downtime" means the total minutes in a given month in which Customer's Vanta instance is unavailable. Downtime does not include any unavailability resulting from or caused by (a) Scheduled Maintenance; (b) any use of the Services by Customer not in accordance with the documentation or the MSA, or (c) any conditions beyond Vanta's reasonable control, including but not limited to the unavailability of Third Party Products or Services, internet outages, outages in connection with Customer's network, or any third party cloud hosting provider downtime or scheduled maintenance.

"Fee Credit" means the following:

Uptime Percentage	Fee Credit
99.0% - 100%	0% of Fees attributable to such month
95.0% - 98.99%	10% of Fees attributable to such month
<95.0%	20% of Fees attributable to such month

"Scheduled Maintenance" means total minutes of planned maintenance in the month. Scheduled Maintenance windows can be found at status.vanta.com.

"Uptime" means the number of minutes in a given month that Customer's Vanta instance is accessible and not suffering from Downtime, as calculated by the following equation:

$$Uptime = \left(\frac{Total\ minutes\ in\ a\ month - Scheduled\ Maintenance - Downtime}{Total\ minutes\ in\ a\ month - Scheduled\ Maintenance} \right) \times 100$$

Vanta Support Policy

This Vanta Support Policy ("**Support Policy**") is incorporated into and forms a part of your agreement with Vanta Inc. ("**Vanta**") with respect to your use of Vanta's Services ("**Agreement**"). This Support Policy describes the support services ("**Support Services**") available to Customer, depending on the level of support included with Customer's purchase.

5. **Definitions.** The terms below have the following meanings when used in this Support Policy. Any capitalized terms used but not defined herein will have the meaning specified in the Agreement.
- a "**Beta Offerings**" means pre-release services, features, or functions identified as alpha, beta, preview, early access, or words or phrases with similar meanings.
 - b "**Business Day**" means any day except any Saturday, any Sunday or any day that is a federal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental actions to close.
 - c "**Business Hour**" means 8:00am to 8:00pm ET / 2:00pm to 2:00am GMT, during each Business Day.
 - d "**Customer**" or "**you**" means the customer entity that has entered into an Order Form for a subscription to the Services.
 - e "**Documentation**" means the documentation available to Customer at <https://help.vanta.com>.
 - f "**Premium Support**" means Vanta's paid Support Services package that includes all the benefits of Standard Support plus access to additional Vanta resources and ticket response priority.
 - g "**Service Error**" means a reproducible failure of the Services to perform in material conformity with the Documentation.
 - h "**Services**" means Vanta's software-as-a-service products, provided to Customer in accordance with the Agreement and the applicable Order Form(s).
 - i "**Severity Levels**" means the following classification of Service Errors impacting Customer's Vanta instance. Severity Levels are assigned by Vanta based on the inputs in Customer's service request.
 - i "**Severity Level 1**" / "**Sev 1**" / "**Urgent**" means a Service Error resulting in the Services being down or seriously impaired or where the Customer cannot access its Vanta instance or the Customer data therein.
 - ii "**Severity Level 2**" / "**Sev 2**" / "**High**" means a Service Error resulting in the Services being moderately impaired, where the Customer's Vanta instance is functioning but in a reduced capacity.
 - iii "**Severity Level 3**" / "**Sev 3**" / "**Normal**" means a Service Error resulting in non-critical issues that do not prevent normal operation of the Services.
 - iv "**Severity Level 4**" / "**Sev 4**" / "**Low**" means (1) Service Errors with minor impact that do not affect functionality, (2) general inquiries that are not connected to Service Errors and (3) cosmetic issues or feature requests.
 - j "**Standard Support**" means Vanta's basic troubleshooting Support Services, included free with all Vanta subscriptions.
 - k "**Trial Services**" are when Customer is accessing the Services on a free-trial basis.
 - l "**Order Form**" means the ordering document executed by the parties specifying the Services to be purchased by Customer or the Trial Services being tested by the Customer.
6. **Support Services.** Support Services include:

- a Making updates for the Services available during the applicable subscription period.
- b Incident Support: Identifying and troubleshooting Service Errors or abnormal behavior.
- c Assistance with issues during installation and updates.
- d Troubleshooting configuration and integrations.
- e Assistance with Vanta product questions.

Additional benefits are included with Premium Support, as described in the Vanta Support Services Fact Sheet below.

7. **Engaging with Vanta Support.** You can engage with and/or request Vanta's Support Services as follows:

- a Access Vanta's Help Center, available at <https://help.vanta.com>, containing:
 - i help articles and resources; and
 - ii Self-paced [Vanta Academy](#) courses to learn the Vanta platform.
- b Attend live, web-based training sessions via our [Instructor Led Trainings](#) to learn the Vanta platform and ask questions.
- c Chat or send a request to our AI chatbot "Ask Ilma" at any time via Vanta's in-product live chat.
- d Send a question or request via email to support@vanta.com.

8. **Support Hours and Response Goals.**

- a Support Hours
 - i 24 x 7 [Help Center](#) Access
 - ii 24 x 5 Email Support: Monday through Friday*
 - iii 11 x 5 Live Chat Support: Monday through Friday*, 6:00am to 5:00pm ET / 11AM to 10:00pm GMT

* Business Days only

- b Initial Response Goals. Vanta's support team will assign a Severity Level to each ticket and Service Error and will use commercially reasonable efforts to provide initial responses in accordance with the table below:

Severity	Initial Response Goal (Standard Support)	Initial Response Goal (Premium Support)
Sev 1	3 Business Hours	1 hour
Sev 2	6 Business Hours	1 Business Hours
Sev 3	1 Business Day	2 Business Hours
Sev 4	2 Business Days	1 Business Day

9. **Customer Obligations.** To enable Vanta to provide the Support Services, you agree to: (i) provide Vanta with reasonable detail of the nature of and circumstances surrounding the Service Error, (ii) provide Vanta with reasonable access to your Vanta instance as necessary for troubleshooting and (iii) provide Vanta with reasonable cooperation in the diagnosis and resolution of any Service Errors. Vanta may share information related to a particular support case with our Affiliates and subprocessors as necessary to troubleshoot and resolve your support case.

10. **Support Limitations.**

- a Vanta support is only available in English

- b Vanta has no obligation to provide any Support Services to Customer or its users: (i) if Customer or a third party is in breach of any of the use restrictions set forth in the Agreement; (ii) if Customer or a third party has altered or modified any portion of the Cloud Services, (iii) if Customer has not used the Services in accordance with Agreement, documentation or instructions provided by Vanta (iv) for any Trial Services; or (v) for any Beta Offering.
- c Vanta's Services are deployed in third-party public cloud environments like Amazon Web Services (AWS) and integrate with various third-party tools. Vanta will endeavor to provide Documentation for utilizing these 3rd party environments and tools in the context of the Services but does not provide support for any software, hardware or other element of Customer's environment not provided by Vanta, including these 3rd party environments, services and tools.
- d Vanta does not provide support for legacy versions of the Vanta Agent. Vanta Agents automatically update by default, but where automatic updates are not technically feasible, Customer's users need to manually update their Vanta Agent. Vanta will notify Customer admins and the applicable user(s) via the Services when a Vanta Agent in use becomes outdated with instructions on how to update it. After such notice, Vanta will continue providing support for the outdated version of the Vanta Agent for an additional 30 days, after which support will no longer be available.
- e Vanta has no obligation to provide, and Support Services do not include, any professional services. For professional services you can contact one of [Vanta's third-party partners](#) who offer a wide range of services.

Vanta Support Services Fact Sheet

Support Services & Resources	Included with Standard Support	Included with Premium Support
24/7 Help Center Access	✓	✓
24/7 Vanta Academy	✓	✓
24/5 Email Support	✓	✓
24/7 AI Assistance (Ask Ilma: Chatbot and Email)	✓	✓
11/5 Chat Support	✓	✓
Instructor-Led Trainings on Vanta	✓	✓
Access to GRC SMEs for Advisory Support on: • Implementation • Framework Adoption • Tool Migration • Audit Readiness Workshops • Program Development • Control Mapping • Policy Guidance		✓
Accelerated Initial Response Times		✓
Added to High-Priority Queue During Audits		✓
Access to Dedicated Support Engineers		✓
Customer-tailored Instructor-Led Trainings		✓

Quarterly Ticket Reviews with Vanta Support Team		✓
--	--	---



Vanta Information Security Addendum

1. Introduction

Security is at the heart of Vanta's mission. This Information Security Addendum (the "Addendum") describes Vanta's comprehensive information security program for the Services and Customer Information. Capitalized terms not defined in this Addendum have the meanings set forth in the Agreement.

2. Information Security Program

Vanta maintains an ISO 27001-compliant risk-based information security governance program. The framework for Vanta's security program includes administrative, organizational, technical, and physical safeguards reasonably designed to protect the Services and confidentiality, integrity, and availability of Customer Information.

Vanta has adopted measures for ensuring accountability, such as implementing data protection and information security policies across the business, formally assigning roles and responsibilities for information security and data privacy functions, and periodically reviewing and updating its information security program as appropriate.

3. Access Controls

Vanta uses secure access protocols and processes and follows industry best-practices for authentication, including Multifactor Authentication and Single Sign On (SSO). All production access requires the use of two-factor authentication, and production network infrastructure is securely configured to industry best practices to block all unnecessary ports, services, and unauthorized network traffic.

4. Device Security

Corporate devices that process Customer Information are centrally managed and are equipped with mobile device management software and anti-malware protection, with security configurations such as disk encryption, screen lock configuration, and software updates enforced. Endpoint security alerts are monitored with 24/7/365 coverage.

5. Awareness and Training

Vanta provides comprehensive security training to all employees upon onboarding and annually through educational modules within Vanta's own platform. In addition, all new employees attend a mandatory onboarding session centered around key security principles. All new engineers also attend a mandatory onboarding session focused on secure coding principles and practices.

6. Data Encryption

Vanta has deployed secure methods and protocols for transmission of confidential or

sensitive information over public networks. Vanta uses recommended secure cipher suites and protocols to encrypt traffic in transit (i.e. TLS 1.2).

Databases housing sensitive Customer Information are encrypted at rest. Vanta uses only recommended secure cipher suites and protocols to encrypt all traffic in transit and at rest. Vanta has controls in place for encryption-at-rest using industry standard AES-256 encryption to secure volume (disk) data and for key management.

7. Deletion of Customer Information

During the term of the Agreement, Customer may delete Customer Information using the self-service functionality available within the Services. Following the effective date of termination or expiration of a Customer's agreement for the Services, Vanta will delete Customer Information by expunging such Customer's unique instance of the Vanta Services within 365 days, or earlier upon request.

8. Customer-Configurable Security Controls

Vanta provides a variety of configurable security controls that allow Customer to manage and protect its own use of the Services, including SSO authentication for administrative and user access and role-based access controls and permissions for access to resources. Customer is responsible for appropriately configuring such controls taking into account the nature of its Customer Information.

9. Incident Response

Vanta maintains an incident response plan with measures to be followed in the event of any breach of security that causes the unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to, Customer Information. Such measures include prompt investigation and notification of Customer in accordance with the Agreement and DPA.

10. Penetration testing

Vanta engages a third party to conduct penetration testing at least annually. All areas of the Vanta product and cloud infrastructure are in-scope for these assessments. A summary of the most recent penetration testing report is available upon request at trust.vanta.com.

11. Bug Bounty Program

Vanta engages a third party to manage a vulnerability disclosure program as well as a private bug bounty program. All valid issues identified are handled according to our vulnerability management program.

12. Vulnerability Management

Vanta maintains a vulnerability management program that includes regular network scanning and scanning at key stages of Vanta's secure development lifecycle and remediation of vulnerabilities on a risk basis in accordance with internal SLAs.

13. Backups

Daily, weekly and monthly backups of production datastores are taken. Backups are periodically tested in accordance with information security and data management policies.

14. Sub-processors

Vanta conducts reasonable diligence and security assessments of Sub-processors using a risk-based approach. Vanta enters into Data Processing Agreements with its Sub-processors with data protection obligations substantially similar to those contained in this DPA.

15. Audits and certifications

Vanta conducts regular third-party audits to ensure compliance with our privacy and security standards, including but not limited to annual SOC 2 Type II and ISO 27001 audits. Vanta's SOC 2 Type 2 audit includes the Security, Availability, and Processing Integrity Trust Service Criteria. Vanta's privacy controls as a Data Processor are certified to ISO 27701. AI Risk Management processes are certified to ISO 42001.

16. Physical security

Vanta has reasonable controls in place to ensure the physical locations that process, store, or transmit Customer Information are appropriately secured. Vanta's hosting and cloud infrastructure is provided by AWS, housed in physical data centers managed by AWS. Additional information is available here: <https://aws.amazon.com/compliance/data-center/controls/>

17. Logging and Monitoring

Vanta monitors access to applications, tools, and resources that process or store Customer Information, including cloud services. Monitoring of security logs is managed by the security and engineering teams. Log activities are investigated when necessary and escalated appropriately.

18. Change and configuration management

Vanta adheres to a change management process to administer changes to the production environment for the Services, including changes to its underlying software,

applications, and systems. All production changes are automated through CI/CD tools to ensure consistent configurations.

19. Data Integrity and Management

Vanta's Customers unilaterally determine what Customer Information they route through the Services. As such, Vanta operates on a shared responsibility model.

Vanta has a multi-tiered approach for ensuring data quality. These measures include: (i) unit testing to ensure quality of logic used to process API calls, (ii) database schema validation rules which execute against data before it is saved to our database, (iii) a schema-first API design using GraphQL and strong typing to enforce a strict contract between official clients and API resolvers. Vanta applies these measures across the board, both to ensure quality and that the Vanta Services are operating within expected parameters.

20. Updates

Vanta may update or modify this Addendum from time to time, provided that such updates and modifications do not materially reduce the overall security of the Service.

Vanta Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements the Vanta Master Subscription Agreement or Vanta Terms of Service (as applicable, the “Agreement”) entered into by and between the customer signing this DPA (“Customer”) and Vanta Inc. (“Vanta”). By executing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws (defined below), in the name and on behalf of its Affiliates (defined below), if any. This DPA incorporates the terms of the Agreement, and any terms not defined in this DPA shall have the meaning set forth in the Agreement.

1. Definitions

1.1 “Affiliate” means (i) an entity of which a party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, (ii) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a party, or (iii) an entity which is under common control with a party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists.

1.2 “Customer Account Data” means personal data that relates to Vanta’s relationship with Customer, including the names or contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account. Customer Account Data also includes any data Vanta may need to collect for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws and regulations.

1.3 “Customer Information” shall have the meaning set forth in the Agreement.

1.4 “Data Exporter” means Customer.

1.5 “Data Importer” means Vanta.

1.6 “Data Protection Laws” means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of Personal Data including: (i) US state privacy laws including the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (“CCPA”), (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”) and the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”) (together, collectively, the “GDPR”), (iii) the Swiss Federal Act on Data Protection, and (iv) the UK Data Protection Act 2018, in each case as updated, amended or replaced from time to time. The terms “Data Subject”, “processing”, “processor,” “controller,” and “supervisory authority” shall have the meanings set forth in the GDPR.

1.7 “EU SCCs” means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data to countries not otherwise recognized as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time), as modified by Section 6.3 of this DPA.

1.8 “ex-EEA Transfer” means the transfer of Personal Data, which is processed in accordance with the GDPR, from the Data Exporter to the Data Importer (or its premises) outside the European Economic Area (the “EEA”), and such transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.

1.9 “ex-Switzerland Transfer” means the transfer of Personal Data, which is processed in accordance with the Swiss Federal Act on Data Protection (“FADP”), from the Data Exporter to the Data Importer (or its premises) outside Switzerland, and such transfer is not governed by an adequacy decision made by the Federal Council in accordance with the relevant provisions of the FADP.

1.10 “ex-UK Transfer” means the transfer of Personal Data covered by Chapter V of the UK GDPR, which is processed in accordance with the UK GDPR and the Data Protection Act 2018, from the Data Exporter to the Data Importer (or its premises) outside the United Kingdom (the “UK”), and such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR and the Data Protection Act 2018.

1.11 “Personal Data” means information relating to an identified or identifiable natural person that is processed by Vanta, where such information is Customer Information.

1.12 “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.

1.13 “Services” shall have the meaning set forth in the Agreement.

1.14 “Standard Contractual Clauses” means the EU SCCs and the UK SCCs.

1.15 “Sub-Processor” means any other processor engaged by Vanta to process Personal Data.

1.16 “UK SCCs” means the EU SCCs, as amended by Exhibit D (UK Addendum).

2. Relationship of the Parties; Processing of Data

2.1 The parties acknowledge and agree that with regard to the processing of Personal Data, Customer may act either as a controller or processor and, except as expressly set forth in this DPA or the Agreement, Vanta is a processor. Customer shall, in its use of the Services, at all times process Personal Data, and provide instructions for the processing of Personal Data, in compliance with Data Protection Laws. Customer shall ensure that the processing of Personal

Data in accordance with Customer's instructions will not cause Vanta to be in breach of the Data Protection Laws. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Vanta by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Data, and (iii) the instructions it provides to Vanta regarding the processing of such Personal Data. Customer shall not provide or make available to Vanta any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Vanta from all claims and losses in connection therewith.

2.2 Vanta shall not process Personal Data (i) for purposes other than those set forth in the Agreement and/or Exhibit A, (ii) in a manner inconsistent with this DPA or any other documented instructions provided by Customer, or (iii) in violation of Data Protection Laws. Customer hereby instructs Vanta to process Personal Data in accordance with the foregoing and as part of any processing initiated by Customer in its use of the Services. If Data Protection Laws require Vanta to process Personal Data in a manner that conflicts with the instructions provided by Customer, Vanta will inform Customer of that legal requirement before processing, unless prohibited from doing so by applicable law.

2.3 The subject matter, nature, purpose, and duration of this processing, as well as the types of Personal Data collected and categories of Data Subjects, are described in Exhibit A to this DPA.

2.4 Following completion of the Services, at Customer's choice, Vanta shall return or delete Personal Data, unless further storage of such Personal Data is required by applicable law. If return or destruction is impracticable or prohibited by law, rule or regulation, Vanta shall take measures to block such Personal Data from any further processing (except to the extent necessary for its continued hosting or processing required by law, rule or regulation) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control. If Customer and Vanta have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), the parties agree that the certification of deletion of Personal Data that is described in Clause 8.1(d) and Clause 8.5 of the EU SCCs (as applicable) shall be provided by Vanta to Customer only upon Customer's request.

2.5 US State Privacy Laws. To the extent that the processing of Personal Data is subject to US state privacy laws, including but not limited to the CCPA, the terms set forth in Exhibit E shall apply.

3. Confidentiality

3.1 Vanta shall ensure that any person it authorizes to process Personal Data has agreed to protect Personal Data in accordance with Vanta's confidentiality obligations in the Agreement. Customer agrees that Vanta may disclose Personal Data to its advisers, auditors or other third

parties as reasonably required in connection with the performance of its obligations under this DPA, the Agreement, or the provision of Services to Customer.

4. Sub-Processors

4.1 Customer acknowledges and agrees that Vanta may (1) engage its Affiliates as Sub-Processors, and (2) may engage third parties as Sub-Processors subject to Section 4.2. By way of this DPA, Customer provides general written authorization to Vanta to engage Sub-processors to perform the Services.

4.2 A list of Vanta's current Sub-Processors (the "List") is available to Customer at <https://trust.vanta.com/subprocessors>. Customer hereby authorizes the Sub-Processors on the List. Vanta may engage new Sub-Processors from time to time. Vanta will provide a mechanism for Customer to subscribe to notifications (which may include but are not limited to email notifications) of new Sub-Processors. If Customer does not subscribe to such notifications, Customer waives any right to receive prior notice of new Sub-Processors. At least ten (10) days before enabling any third party other than existing Sub-Processors to process Personal Data, Vanta will add such third party to the List and notify subscribers, including Customer, via the aforementioned notifications. Customer may object to such an engagement by informing Vanta in writing within ten (10) days of receipt of the aforementioned notice by Customer, provided such objection is based on reasonable grounds relating to data protection. Customer acknowledges that certain Sub-processors are essential to providing the Services and that objecting to the use of a Sub-processor may prevent Vanta from offering some or all of the Services to Customer.

4.3 If Customer reasonably objects to an engagement in accordance with Section 4.2, and Vanta cannot provide a commercially reasonable alternative within a reasonable period of time, Customer may discontinue the use of the affected Service by providing written notice to Vanta. Discontinuation shall not relieve Customer of any fees owed to Vanta under the Agreement.

4.4 If Customer does not object to the engagement of a third party in accordance with Section 4.2 within ten (10) days of notice by Vanta, that third party will be deemed a Sub-Processor for the purposes of this DPA.

4.5 Vanta will enter into a written agreement with the Sub-Processor imposing on the Sub-Processor data protection obligations comparable to those imposed on Vanta under this DPA with respect to the protection of Personal Data. In case a Sub-Processor fails to fulfill its data protection obligations under such written agreement with Vanta, Vanta will remain liable to Customer for the performance of the Sub-Processor's obligations under such agreement.

4.6 If Customer and Vanta have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), (i) the above authorizations will constitute Customer's prior

written consent to the subcontracting by Vanta of the processing of Personal Data if such consent is required under the Standard Contractual Clauses, and (ii) the parties agree that the copies of the agreements with Sub-Processors that must be provided by Vanta to Customer pursuant to Clause 9(c) of the EU SCCs may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by Vanta beforehand, and that such copies will be provided by Vanta only upon request by Customer.

5. Security of Personal Data

5.1 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 risk of varying likelihood and severity for the rights and freedoms of natural persons, Vanta shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Personal Data. Exhibit C sets forth additional information about Vanta's technical and organizational security measures.

6. Transfers of Personal Data

6.1 The parties agree that Vanta may transfer Personal Data processed under this DPA outside the EEA, the UK, or Switzerland as necessary to provide the Services. Customer acknowledges that Vanta's primary processing operations take place in the United States, and that the transfer of Personal Data to the United States is necessary for the provision of the Services to Customer. If Vanta transfers Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, Vanta will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Data Protection Laws.

6.2 Ex-EEA Transfers. The parties agree that ex-EEA Transfers are made pursuant to the EU SCCs, which are deemed entered into (and incorporated into this DPA by this reference) and completed as follows:

6.2.1 Module Two (Controller to Processor) of the EU SCCs apply when Customer is a controller and Vanta is processing Personal Data for Customer as a processor pursuant to Section 2 of this DPA.

6.2.2 Module Three (Processor to Sub-Processor) of the EU SCCs apply when Customer is a processor and Vanta is processing Personal Data on behalf of Customer as a sub-processor.

6.3 For each module, where applicable:

6.3.1 The optional docking clause in Clause 7 does not apply;

6.3.2 In Clause 9, Option 2 (general written authorization) applies, and the minimum time period for prior notice of sub-processor changes shall be as set forth in Section 4.2 of this DPA;

6.3.3 All square brackets in Clause 13 are hereby removed;

6.3.4 In Clause 17 (Option 1), the EU SCCs will be governed by Ireland law;

6.3.5 In Clause 18(b), disputes will be resolved before the courts of Ireland;

6.3.6 Exhibit B to this DPA contains the information required in Annex I and Annex III of the EU SCCs;

6.3.7 Exhibit C to this DPA contains the information required in Annex II of the EU SCCs; and

6.3.8 By entering into this DPA, the parties are deemed to have signed the EU SCCs incorporated herein, including their Annexes.

6.4 Ex-UK Transfers. The parties agree that ex-UK Transfers are made pursuant to the UK SCCs, which are deemed entered into and incorporated into this DPA by reference, and amended and completed in accordance with the UK Addendum, which is incorporated herein as Exhibit D of this DPA.

6.5 Transfers from Switzerland. The parties agree that transfers from Switzerland are made pursuant to the EU SCCs with the following modifications:

6.5.1 The terms “General Data Protection Regulation” or “Regulation (EU) 2016/679” as utilized in the EU SCCs shall be interpreted to include the Federal Act on Data Protection of 19 June 1992 (the “FADP,” and as revised as of 25 September 2020, the “Revised FADP”) with respect to data transfers subject to the FADP.

6.5.2 The terms of the EU SCCs shall be interpreted to protect the data of legal entities until the effective date of the Revised FADP.

6.5.3 Clause 13 of the EU SCCs is modified to provide that the Federal Data Protection and Information Commissioner (“FDPIC”) of Switzerland shall have authority over data transfers governed by the FADP and the appropriate EU supervisory authority shall have authority over data transfers governed by the GDPR. Subject to the foregoing, all other requirements of Clause 13 shall be observed.

6.5.4 The term “EU Member State” as utilized in the EU SCCs shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs.

6.6 Supplementary Measures. In respect of any ex-EEA Transfer, ex-UK Transfer, or ex-Switzerland Transfer, the following supplementary measures shall apply:

6.6.1 As of the date of this DPA, the Data Importer has not received any formal legal requests from any government intelligence or security service/agencies in the country to which the Personal Data is being exported, for access to (or for copies of) Personal Data (“Government Agency Requests”);

6.6.2 If, after the date of this DPA, the Data Importer receives any Government Agency Requests, Vanta shall attempt to redirect the law enforcement or government agency to request that data

directly from Customer. As part of this effort, Vanta may provide Customer's basic contact information to the government agency. If compelled to disclose Personal Data to a law enforcement or government agency, Vanta shall give Customer reasonable notice of the demand and cooperate to allow Customer to seek a protective order or other appropriate remedy unless Vanta is legally prohibited from doing so. Vanta shall not voluntarily disclose Personal Data to any law enforcement or government agency. Data Exporter and Data Importer shall (as soon as reasonably practicable) discuss and determine whether all or any transfers of Personal Data pursuant to this DPA should be suspended in the light of the such Government Agency Requests; and

6.6.3 The Data Exporter and Data Importer will meet as needed to consider whether:

- (i) the protection afforded by the laws of the country of the Data Importer to data subjects whose Personal Data is being transferred is sufficient to provide broadly equivalent protection to that afforded in the EEA, the UK, or Switzerland, whichever the case may be;
- (ii) additional measures are reasonably necessary to enable the transfer to be compliant with the Data Protection Laws; and

- (iii) it is still appropriate for Personal Data to be transferred to the relevant Data Importer, taking into account all relevant information available to the parties, together with guidance provided by the supervisory authorities.

6.6.4 If Data Protection Laws require the Data Exporter to execute the Standard Contractual Clauses applicable to a particular transfer of Personal Data to a Data Importer as a separate agreement, the Data Importer shall, on request of the Data Exporter, promptly execute such Standard Contractual Clauses incorporating such amendments as may reasonably be required by the Data Exporter to reflect the applicable appendices and annexes, the details of the transfer and the requirements of the relevant Data Protection Laws.

6.6.5 If either (i) any of the means of legitimizing transfers of Personal Data outside of the EEA, UK, or Switzerland set forth in this DPA cease to be valid or (ii) any supervisory authority requires transfers of Personal Data pursuant to those means to be suspended, then Data Importer may by notice to the Data Exporter, with effect from the date set out in such notice, amend or put in place alternative arrangements in respect of such transfers, as required by Data Protection Laws.

7. Rights of Data Subjects

7.1 Vanta shall, to the extent permitted by law, notify Customer upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, erasure, data portability, restriction or cessation of processing, withdrawal of consent to processing, and/or objection to being subject to processing that constitutes automated decision-making (such requests

individually and collectively “Data Subject Request(s)”). If Vanta receives a Data Subject Request in relation to Personal Data, Vanta will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. Customer is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of processing, or withdrawal of consent to processing of any Personal Data are communicated to Vanta, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Data Subject.

7.2 Vanta shall, at the request of Customer, and taking into account the nature of the processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Customer in complying with Customer’s obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, *provided that* (i) Customer is itself unable to respond without Vanta’s assistance and (ii) Vanta is able to do so in accordance with all applicable laws, rules, and regulations. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Vanta.

8. Actions and Access Requests; Audits

8.1 Vanta shall, taking into account the nature of the processing and the information available to Vanta, provide Customer with reasonable cooperation and assistance where necessary for Customer to comply with its obligations under the GDPR to conduct a data protection impact assessment and/or to demonstrate such compliance, *provided that* Customer does not otherwise have access to the relevant information. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Vanta.

8.2 Vanta shall, taking into account the nature of the processing and the information available to Vanta, provide Customer with reasonable cooperation and assistance with respect to Customer’s cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by the GDPR. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Vanta.

8.3 Vanta shall maintain records sufficient to demonstrate its compliance with its obligations under this DPA, and retain such records for a period of three (3) years after the termination of the Agreement. Customer shall, with reasonable notice to Vanta, have the right to review, audit and copy such records at Vanta’s offices during regular business hours.

8.4 Upon Customer’s written request at reasonable intervals, and subject to reasonable confidentiality controls, Vanta shall make available for Customer’s review copies of certifications or reports demonstrating Vanta’s compliance with prevailing data security standards applicable to the processing of Personal Data via Vanta’s Trust Center available at

<https://trust.vanta.com/resources>. If and to the extent the provision of these materials is not reasonably sufficient under Data Protection Laws to demonstrate such compliance, Customer may request an audit or inspection of Vanta's data security infrastructure and procedures applicable to the processing of Personal Data provided that (a) Customer provides reasonable prior written notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Vanta's business; (b) such audit shall only be performed during business hours and occur no more than once per calendar year; and (c) such audit shall be restricted to data relevant to Customer. Customer shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to Vanta for any time expended. If Customer and Vanta have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), the parties agree that the audits described in Clause 8.9 of the EU SCCs shall be carried out in accordance with this Section 8.4.

8.5 Vanta shall immediately notify Customer if an instruction, in Vanta's opinion, infringes Data Protection Laws.

8.6 In the event of a Personal Data Breach, Vanta shall, without undue delay, inform Customer of the Personal Data Breach and take such steps as Vanta in its sole discretion deems necessary and reasonable to remediate such violation (to the extent that remediation is within Vanta's reasonable control).

8.7 In the event of a Personal Data Breach, Vanta shall, taking into account the nature of the processing and the information available to Vanta, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under the GDPR with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Personal Data Breach without undue delay.

8.8 The obligations described in Sections 8.6 and 8.7 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Customer. Vanta's obligation to report or respond to a Personal Data Breach under Sections 8.6 and 8.7 will not be construed as an acknowledgement by Vanta of any fault or liability with respect to the Personal Data Breach.

9. Customer Account Data. The parties acknowledge and agree that with respect to Customer Account Data, Vanta is an independent controller, not a joint controller with Customer. Vanta will process Customer Account Data as a controller in accordance with the Agreement and Data Protection Laws. Any processing by Vanta as a controller shall be in accordance with Vanta's privacy policy set forth at <https://www.vanta.com/privacy>.

10. Conflict. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable terms in the Standard Contractual Clauses; (2) the

terms of this DPA; (3) the Agreement; and (4) Vanta's privacy policy. Any claims brought in connection with this DPA will be subject to the Agreement, including any applicable exclusions and limitations.

11. EU-Specific Addenda. Solely to the extent applicable, the following Addenda are hereby incorporated by reference into this DPA: (a) Vanta's EU Data Act Addendum (available [here](#)) and (b) Vanta's Digital Operational Resilience Addendum (available [here](#)).

Exhibit A

Details of Processing

Nature and Purpose of Processing: Vanta will process Personal Data as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this DPA, and in accordance with Customer's instructions as set forth in this DPA. The nature of processing includes, without limitation:

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Protecting data, including restricting, encrypting, and security testing
- Holding data, including storage, organization, and structuring
- Erasing data, including destruction and deletion
- Sharing data, including disclosure to subprocessors as permitted in this DPA

Duration of Processing: Vanta will process Personal Data as long as required to provide the Services to Customer and as set forth under the Agreement.

Categories of Data Subjects: Customer's employees, consultants, contractors, and/or agents.

Categories of Personal Data: Vanta processes Personal Data in order to provide the Services or as otherwise set forth in the Agreement or this DPA. Categories of Personal Data may include name, email, job title, username, device identifiers (e.g. serial number), IP address for company device, installed applications for company device, background check verification records (at discretion of Controller), security training records.

Sensitive Data or Special Categories of Data: Customers are prohibited from providing sensitive personal data or special categories of data to Vanta, including without limitation, any data which discloses criminal history

Exhibit B

The following includes the information required by Annex I and Annex III of the EU SCCs, and Table 1, Annex 1A, and Annex 1B of the UK Addendum.

1. The Parties

Data exporter(s):

Name: As set out in the Agreement.

Trading Name (if different): As set out in the Agreement.

Address: As set out in the Agreement.

Official Registration Number (if any) (company number or similar identifier): As set out in the Agreement.

Contact person's name, position and contact details: As set out in the Agreement.

Activities relevant to the data transferred under these Clauses: As described in Section 2 of the DPA.

Role (controller/processor): Controller

Data importer(s):

Name: Vanta, Inc.

Trading Name (if different): N/A

Address and contact information: 655 Montgomery Street, Suite 1600, San Francisco, CA 94111; privacy@vanta.com

Official Registration Number (if any) (company number or similar identifier): N/A

Activities relevant to the data transferred under these Clauses: As described in Section 2 of the DPA.

Role (controller/processor): Processor

2. Description of the Transfer

Data Subjects	As described in Exhibit A of the DPA
Categories of Personal Data	As described in Exhibit A of the DPA
Special Category Personal Data (if applicable)	As described in Exhibit A of the DPA
Nature of the Processing	As described in Exhibit A of the DPA
Purposes of Processing	As described in Exhibit A of the DPA

Duration of Processing and Retention (or the criteria to determine such period)	As described in Exhibit A of the DPA
Frequency of the transfer	As necessary to provide perform all obligations and rights with respect to Personal Data as provided in the Agreement or DPA
Recipients of Personal Data Transferred to the Data Importer	Vanta will maintain a list of Sub-Processors at: https://www.vanta.com/privacy/subprocessors .

3. Competent Supervisory Authority

The supervisory authority shall be the supervisory authority of the Data Exporter, as determined in accordance with Clause 13 of the EU SCCs; in the case of ex-Switzerland Transfers, the supervisory authority shall be the Federal Data Protection and Information Commissioner. The supervisory authority for the purposes of the UK Addendum shall be the UK Information Commissioner's Officer.

Exhibit C

Description of the Technical and Organisational Security Measures implemented by the Data Importer

Vanta maintains administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Personal Data as described in the Information Security Addendum available at <https://www.vanta.com/legal/information-security-addendum>, a current copy of which is attached to the MSA, which includes the information required by Annex II of the EU SCCs and Annex II of the UK Addendum. Vanta will not materially reduce the overall security of the Service during a subscription term.

Exhibit D
UK Addendum
International Data Transfer Addendum to the EU Commission Standard Contractual
Clauses

Part 1: Tables

Table 1: Parties

Start Date	This UK Addendum shall have the same effective date as the DPA	
The Parties	Exporter	Importer
Parties' Details	Customer	Vanta
Key Contact	See Exhibit B of this DPA	See Exhibit B of this DPA

Table 2: Selected SCCs, Modules and Selected Clauses

EU SCCs	The Version of the Approved EU SCCs which this UK Addendum is appended to as defined in the DPA and completed by Section 6.2 and 6.3 of the DPA.
---------	--

Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this UK Addendum is set out in:

Annex 1A: List of Parties	As per Table 1 above
Annex 2B: Description of Transfer	See Exhibit B of this DPA
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	See Exhibit C of this DPA
Annex III: List of Sub processors (Modules 2 and 3 only):	See Exhibit B of this DPA

Table 4: Ending this UK Addendum when the Approved UK Addendum Changes

Ending this UK Addendum when the Approved UK Addendum changes	☒ <u>Importer</u> ☒ <u>Exporter</u> ☐ <u>Neither Party</u>
---	---

Part 2: Mandatory Clauses

Entering into this UK Addendum:

1. Each party agrees to be bound by the terms and conditions set out in this UK Addendum, in exchange for the other party also agreeing to be bound by this UK Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making ex-UK Transfers, the Parties may enter into this UK Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this UK Addendum. Entering into this UK Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this UK Addendum

3. Where this UK Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

UK Addendum	means this International Data Transfer Addendum incorporating the EU SCCs, attached to the DPA as Exhibit D.
EU SCCs	means the version(s) of the Approved EU SCCs which this UK Addendum is appended to, as set out in Table 2, including the Appendix Information
Appendix Information	shall be as set out in Table 3
Appropriate Safeguards	means the standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you

		are making an ex-UK Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	UK	means the template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as may be revised under Section 18 of the UK Addendum.
Approved SCCs	EU	means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data to countries not otherwise recognized as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time).
ICO		means the Information Commissioner of the United Kingdom.
ex-UK Transfer		shall have the same definition as set forth in the DPA .
UK		means the United Kingdom of Great Britain and Northern Ireland
UK Data Protection Laws		means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR		shall have the definition set forth in the DPA.

4. The UK Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the UK Addendum amend the Approved EU SCCs in any way which is not permitted under the Approved EU SCCs or the Approved UK Addendum, such amendment(s) will not be incorporated in the UK Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and the UK Addendum, UK Data Protection Laws applies.
7. If the meaning of the UK Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.

8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after the UK Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for ex-UK Transfers, the hierarchy in Section 10 below will prevail.

10. Where there is any inconsistency or conflict between the Approved UK Addendum and the EU SCCs (as applicable), the Approved UK Addendum overrides the EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved UK Addendum.

11. Where this UK Addendum incorporates EU SCCs which have been entered into to protect ex-EU Transfers subject to the GDPR, then the parties acknowledge that nothing in the UK Addendum impacts those EU SCCs.

Incorporation and Changes to the EU SCCs:

12. This UK Addendum incorporates the EU SCCs which are amended to the extent necessary so that:

- a)** together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
- b)** Sections 9 to 11 above override Clause 5 (Hierarchy) of the EU SCCs; and
- c)** the UK Addendum (including the EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales.

13. Unless the parties have agreed alternative amendments which meet the requirements of Section 12 of this UK Addendum, the provisions of Section 15 of this UK Addendum will apply.

14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 of this UK Addendum may be made.

15. The following amendments to the EU SCCs (for the purpose of Section 12 of this UK Addendum) are made:

- a)** References to the "Clauses" means this UK Addendum, incorporating the EU SCCs;

- b)** In Clause 2, delete the words: “and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”,
- c)** Clause 6 (Description of the transfer(s)) is replaced with: “The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
- d)** Clause 8.7(i) of Module 1 is replaced with: “it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
- e)** Clause 8.8(i) of Modules 2 and 3 is replaced with: “the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
- f)** References to “Regulation (EU) 2016/679”, “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 (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
- g)** References to Regulation (EU) 2018/1725 are removed;
- h)** References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- i)** The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- j)** Clause 13(a) and Part C of Annex I are not used;
- k)** The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l)** In Clause 16(e), subsection (i) is replaced with: “the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
- m)** Clause 17 is replaced with: “These Clauses are governed by the laws of England and Wales”;
- n)** Clause 18 is replaced with: “Any dispute arising from these Clauses shall be resolved by the courts of England and Wales.” A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The parties agree to submit themselves to the jurisdiction of such courts.”; and

o) The footnotes to the Approved EU SCCs do not form part of the UK Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to the UK Addendum

16. The parties may agree to change Clauses 17 and/or 18 of the EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

17. If the parties wish to change the format of the information included in Part 1: Tables of the Approved UK Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

18. From time to time, the ICO may issue a revised Approved UK Addendum which:

a) makes reasonable and proportionate changes to the Approved UK Addendum, including correcting errors in the Approved UK Addendum; and/or

b) reflects changes to UK Data Protection Laws;

The revised Approved UK Addendum will specify the start date from which the changes to the Approved UK Addendum are effective and whether the parties need to review this UK Addendum including the Appendix Information. This UK Addendum is automatically amended as set out in the revised Approved UK Addendum from the start date specified.

19. If the ICO issues a revised Approved UK Addendum under Section 18 of this UK Addendum, if a party will as a direct result of the changes in the Approved UK Addendum have a substantial, disproportionate and demonstrable increase in:

a) its direct costs of performing its obligations under the UK Addendum; and/or

b) its risk under the UK Addendum, and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that party may end this UK Addendum at the end of a reasonable notice period, by providing written notice for that period to the other party before the start date of the revised Approved UK Addendum.

20. The parties do not need the consent of any third party to make changes to this UK Addendum, but any changes must be made in accordance with its terms.

Exhibit E

US State Privacy Laws Exhibit

This US State Privacy Laws Exhibit ("Exhibit") supplements the DPA and includes additional information required by the CCPA and other US state privacy laws, in each case, as updated, amended or replaced from time to time. Any terms not defined in this Exhibit shall have the meanings set forth in the DPA and/or the Agreement.

1. Definitions

1.1 For purposes of this Exhibit E, the terms "Business," "Business Purpose," "Commercial Purpose," "Consumer," "Personal Information," "Processing," "Sell," "Service Provider," "Share," and "Verifiable Consumer Request" shall have the meanings set forth in the CCPA.

1.2 All references to "Controller," "Processor," and "Data Subject" in the DPA shall be deemed to be references to "Business," "Service Provider," and "Consumer," respectively, as defined in the CCPA.

2. Obligations

2.1 With respect to Personal Data, the parties acknowledge and agree that Vanta is a Service Provider for the purposes of the CCPA (to the extent it applies) and that Vanta is receiving Personal Data from Customer in order to provide the Services pursuant to the Agreement, which constitutes a Business Purpose.

2.2 Customer shall disclose Personal Data to Vanta only for the limited and specified purposes described in Exhibit A to this DPA.

2.3 Vanta shall not Sell or Share Personal Data provided by Customer under the Agreement.

2.4 Vanta shall not retain, use, or disclose Personal Data provided by Customer pursuant to the Agreement for any purpose, including a Commercial Purpose, other than as necessary for the specific purpose of performing the Services for Customer pursuant to the Agreement, or as otherwise set forth in the Agreement or as permitted by the CCPA.

2.5 Vanta shall not retain, use, or disclose Personal Data provided by Customer pursuant to the Agreement outside of the direct business relationship between Vanta and Customer, except where and to the extent permitted by the CCPA.

2.6 Vanta shall notify Customer if it makes a determination that it can no longer meet its obligations under the CCPA.

2.7 Vanta will not combine Personal Data received from, or on behalf of, Customer with Personal Data that it receives from, or on behalf of, another party, or that it collects from its own interaction with the Consumer.

2.8 Vanta shall comply with all obligations applicable to Service Providers under the CCPA, including by providing Personal Data provided by Customer under the Agreement the level of privacy protection required by CCPA.

2.9 Vanta shall only engage a new sub-processor to assist Vanta in providing the Services to Customer under the Agreement in accordance with Section 4 of the DPA.

3. Consumer Rights

3.1 Vanta shall assist Customer in responding to Verifiable Consumer Requests to exercise the Consumer's rights under the CCPA as set forth in Section 7 of the DPA.

4. Audit Rights

4.1 To the extent required by CCPA, Vanta shall allow Customer to conduct inspections or audits in accordance with Sections 8.3 and 8.4 of the DPA.