

Tyk's Global Data Processing Addendum

How we process your data!

This Data Processing Addendum ("DPA") forms part of Tyk's Global Terms and Conditions and any Global Order Form (the "Agreement") entered into by you ("Customer") and Tyk. Except where the context otherwise requires, references in this DPA to the Agreement are to the Agreement as amended by, and including, this DPA. In the event of a conflict between any of the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA will prevail, provided that any claims brought under this DPA will be subject to the exclusions and limitations set forth in the Agreement.

By signing the Agreement, Customer agrees that this DPA including its Schedules are incorporated into the Agreement. In this DPA, Tyk and the Customer shall each be a "Party" and collectively the "Parties".

1. DEFINITIONS

Unless otherwise set out below, each capitalised term in this DPA will have the same meaning as set out in the Agreement, and the following capitalised terms used in this DPA shall be defined as follows:

"Affiliate" of a party means an entity that directly or indirectly controls, is controlled by, or is under common control with that party, in each case through majority voting power.

"Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", and "Processor" shall have the meanings ascribed to them in Data Protection Legislation.

"Adequate Country" means: (a) for data processed subject to the EU GDPR: the European Economic Area ("**EEA**"), or a country or territory that is the subject of an adequacy decision by the European Commission under Article 45(1) of the EU GDPR; and (b) for data processed subject to the UK GDPR: the UK or a country or territory that is the subject of the adequacy regulations under Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018.

"Customer Personal Data" means any Personal Data received by Tyk directly or indirectly by or on behalf of Customer including through its use of the Services.

"Data Protection Legislation" means, as binding on either party: (a) the EU GDPR; (b) the UK GDPR; (c) the Data Protection Act 2018; (d) any laws which implement any such laws; (e) any laws which replace, extend, re-enact, consolidate or amend any of the foregoing, and (e) any other legislation or regulatory requirements in force from time to time in the United Kingdom or the European Union which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

“EU GDPR” means the General Data Protection Regulation (EU) 2016/679.

“Lawful Transfer Mechanism” means such legally enforceable mechanism(s) for transfers of Personal Data to third countries as may be permitted under Data Protection Legislation from time to time.

“Standard Contractual Clauses” means where the EU GDPR applies the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to third countries, as set out in the Annex to Commission Decision (EU) 2021/914, available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en, or such alternative clauses as may be approved by the European Commission from time to time (**“EU SCCs”**);

“Sub-Processor” means any Processor engaged by Tyk to further Process Customer Personal Data in connection with the Services.

“Supervisory Authority” means a) in the United Kingdom, the Information Commissioner's Office, or any other independent regulatory authority responsible for administering compliance with the Data Protection Legislation in the United Kingdom, and b) in the European Union, an independent regulatory authority which is established by an EU Member State pursuant to the EU GDPR.

“UK GDPR” has the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the Data Protection Act 2018.

2. DATA PROCESSING

2.1 Roles of the Parties. As between the parties, Customer is the Controller (or a Processor acting on behalf of a third-party Controller) and Tyk is the Processor (or Sub-processor where Customer is a Processor acting on behalf of a third-party Controller), Processing Customer Personal Data in accordance with the documented instructions of the Customer. Both parties will comply with all applicable requirements of the Data Protection Legislation in performing their obligations under this DPA. This DPA is in addition to, and does not relieve, remove, or replace, a party's obligations under Data Protection Legislation.

2.2 Customer as a Processor. Where Customer is a Processor acting on behalf of a third-party Controller, Customer (a) warrants on an ongoing basis that the relevant Controller has authorised: (i) the documented instructions provided to Tyk as set out in Section 2.3, (ii) Customer's appointment of Tyk as a Processor, and (iii) Tyk's engagement of Sub-Processors as described in Section 3 (Sub-Processors); and (b) will immediately forward to the relevant Controller any notice provided by Tyk under Sections 3 (Sub-Processors), and 4.2 (Breach Notification), or that refers to any Standard Contractual Clauses. Customer may make available to the relevant Controller any other information made available by Tyk under Sections 3 (Sub-Processors) and 5 (Audits) provided that the third-party Controller is bound by contractual obligations of confidentiality.

2.3 Instructions and Tyk's Processing of Customer Personal Data. Tyk will Process Customer Personal Data as necessary to provide the Services, and in accordance with Customer's documented instructions. The contents of the Agreement, and Customer's use of the Services features and functionality, constitute the Customer's complete instructions to Tyk in relation to the Processing of Customer Personal Data. Tyk will not Process Customer Personal Data for any other purpose unless required by UK, EU or EU Member State laws and in such a case, Tyk will inform Customer of that legal requirement before Processing unless that law prohibits the provision of such information. Tyk will immediately inform Customer if, in Tyk's opinion, an instruction conflicts with the requirements of applicable Data Protection Legislation and shall be entitled to cease Processing Customer Personal Data until the infringing instruction is (a) withdrawn, or (b) amended to render it lawful.

2.4 Details of the Processing. The subject-matter of Processing of Customer Personal Data by Tyk is as described in Section 2.2. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under the Agreement are set out in the Description of Processing Activities at Schedule 1 to this DPA.

2.5 Required disclosures and consents. Where required by applicable Data Protection Legislation, Customer will ensure that it has (a) made/will make all necessary disclosures, and (b) obtained/will obtain all necessary consents, for the Processing of Customer Personal Data by Tyk in accordance with the Agreement.

3. SUB-PROCESSORS

3.1 Consent to use Sub-Processors. Customer consents to Tyk's use of Sub-Processors, and to Tyk's disclosure and provision of Customer Personal Data to those Sub-Processors. Sub-Processors will be obliged under a written contract (i) to comply with Data Protection Legislation, and (ii) to provide at least the same level of data protection as is required under this DPA (to the extent applicable to the Services provided by the Sub-Processor). Tyk will be liable to Customer for the acts and omissions of any Sub-Processor as if they were the acts and omissions of Tyk.

3.2 List of Current Sub-Processors and Notification of New Sub-Processors. A current list of Sub-Processors for the Services can be found at Schedule 3. Tyk will provide Customer with email notification of a proposed new Sub-Processor(s) to the email address provided in the Agreement with five business days' notice before authorising such new Sub-Processor(s) to Process Customer Personal Data in connection with the provision of the Services.

3.3 Customer's Right to Object to New Sub-Processors. Customer may reasonably object to Tyk's use of a new Sub-Processor (e.g., where using such new Sub-Processor would weaken the protections for Customer Personal Data) by notifying Tyk promptly in writing within five business days after receipt of Tyk's notice in accordance with the mechanism set out in Section 3.2. Such notice shall explain the reasonable grounds for the objection. In the event that Customer objects to a new Sub-Processor, Tyk will use reasonable efforts to make available to Customer a change in the Services to avoid the Processing of Customer Personal Data by the objected-to new Sub-Processor. If Tyk is unable to make such a change within 30 business days from Tyk's receipt of Customer's notice, either party may terminate without penalty the applicable features of the Services which cannot be provided by Tyk without use of the proposed Sub-Processor.

4. SECURITY AND BREACH NOTIFICATION

4.1 Security. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, Tyk shall, in relation to Customer Personal Data Processed by Tyk on behalf of Customer through the Services, implement appropriate technical and organisational measures designed to ensure a level of security appropriate to the risk, including, as appropriate, the measures set out in set out in Schedule 2 to this DPA.

4.2 Breach Notification. Tyk will notify Customer without undue delay (and in any event within 48 hours) upon becoming aware of a Personal Data Breach, providing the Customer with sufficient information to allow the Customer to meet any obligations to report to Supervisory Authorities and inform Data Subjects of the Personal Data Breach under applicable Data Protection Legislation. Tyk shall reasonably co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

4.3 Personnel. Tyk will ensure that all personnel who have access to and/or Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5. AUDITS

5.1 Inspection and Audit Rights. Upon Customer's request, Tyk will (a) make available to Customer all information reasonably necessary to demonstrate Tyk's compliance with this DPA, and (b) subject to the provisions of Section 5.2 below, and only to the extent required under applicable Data Protection Legislation, allow an on-site inspection by Customer, or an independent auditor mandated by Customer ("**Mandated Auditor**") of any premises where the Processing of Customer Personal Data takes place solely for the purpose of assessing compliance with this DPA, and will permit reasonable access to relevant records, processes, and Services for this purpose.

5.2 Conditions to Audit. The audit rights set out in Section 5.1 are subject to the following conditions: a) audits may only occur once per calendar year and during normal business hours, b) Customer shall reimburse Tyk for any time expended for any such on-site audits at Customer's then-current rates, which shall be made available to Customer on request, c) before the commencement of any such on-site audit, Customer and Tyk shall mutually agree upon the scope, timing, and duration of the inspection, in addition to the reimbursement rates which shall be reasonable, taking into account the resources expended by Tyk; d) Customer shall make (and ensure that each of its Mandated Auditors make) reasonable efforts to avoid causing any damage, injury, or disruption to Tyk's premises, equipment, personnel, and business while its personnel are on those premises during such an audit, e) Customer and/or the Mandated Auditor will comply with Tyk's standard safety, confidentiality, and security policies and procedures in conducting any audits and shall not have access to any third party information or data; and f) any records, data, or information accessed by Customer and/or the Mandated Auditor in the performance of any audit will be deemed to be the confidential information of Tyk, and may be used for no other reason than to assess Tyk's compliance with the terms of this DPA. In connection with the foregoing, Tyk may require Customer and/or the Mandated Auditor to enter into a customary confidentiality agreement prior to the performance of any audit. Tyk may object to a Mandated Auditor if the auditor is, in Tyk's reasonable opinion, not suitably qualified or independent, a competitor of Tyk, or otherwise manifestly unsuitable. Any such objection by Tyk will require Customer to appoint an alternative auditor or conduct the audit itself in accordance with the terms of this Section 5.2. Customer shall promptly notify Tyk with information regarding any non-compliance discovered during the course of an audit, and Tyk shall use commercially reasonable efforts to address any confirmed non-compliance.

6. DATA SUBJECT REQUESTS

6.1 During the Term, if Tyk receives a request from a Data Subject, to exercise their rights under applicable Data Protection Legislation, that relates to Customer Personal Data ("**Data Subject Request**"), Tyk will: (a) to the extent legally permitted, promptly forward the Data Subject Request to Customer, (b) advise the Data Subject that the Data Subject Request has been received and forwarded to Customer, and (c) not otherwise respond to that Data Subject Request without authorisation from Customer. Customer will be responsible for responding to any such Data Subject Request.

6.2 To the extent required under applicable Data Protection Legislation, Tyk will reasonably assist Customer by implementing any appropriate technical and organisational measures, insofar as this is possible, to fulfil Customer's obligations to respond to a Data Subject Request under applicable Data Protection Legislation.

7. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

7.1 To the extent required under applicable Data Protection Legislation, Tyk will provide reasonable assistance to Customer with any data protection impact assessments and with any prior consultations to any Supervisory Authority (as applicable), in each case solely in relation to Tyk's Processing of Customer Personal Data and taking into account the nature of the Processing and information available to Tyk.

8. DATA TRANSFER MECHANISMS



8.1 Permitted Transfers. The Parties acknowledge that Data Protection Legislation does not require Standard Contractual Clauses or a Lawful Transfer Mechanism for Customer Personal Data to be processed in or transferred to an Adequate Country (“**Permitted Transfers**”). Any transfers of Customer Personal Data that are not Permitted Transfers shall be restricted transfers (“**Restricted Transfers**”).

8.2 Restricted Transfers. If Tyk’s address listed in the Agreement is not in an Adequate Country, the EU SCCs (Module Two - Controller-to-Processor) and/or EU SCCs (Module Three - Processor-to-Processor) will apply (according to whether Customer is a Controller and/or Processor) with respect to Restricted Transfers between Customer and Tyk that are subject to the EU GDPR, subject to Section 8.5 of this DPA.

8.3 EU SCCs. To the extent that the EU SCCs apply in accordance with Section 8.2 of this DPA, the following shall apply:

- a) The Parties acknowledge that by signing this DPA the EU SCCs are incorporated into and form an integral part of this DPA.
- b) Module Two and/or Module Three of the EU SCCs will apply (as applicable depending on whether Customer is acting in its capacity as a Controller or a Processor);
- c) In Clause 7, the optional docking clause will apply;
- d) Where Customer is a Processor, prior to making any information available to the third-party Controller under Module Three Clause 8.9(e) of the EU SCCs, it shall ensure that the Controller is aware of the confidential nature of the information and is bound by contractual obligations of confidentiality.
- e) In Clause 9, Option 2 will apply, and the period for prior notice of Sub-processor changes shall be as set out in Section 3.2 of this DPA;
- f) To the extent Module Three Clauses 9(a) and (b) of the EU SCCs apply to the transfer of Personal Data (where Customer is a Processor) under this DPA from the EEA, Customer agrees, acting on behalf of and on the documented instructions of the third-party Controller, that Tyk may engage third-party Sub-processors in connection with the provision of the Services. Customer warrants that it is authorised to receive notifications under Module Three Clause 9(b) of the EU SCCs on behalf of the third-party Controller, and that upon receipt of such notification, Customer will duly notify the third-party Controller of the proposed addition or replacement of Sub-processors within the time period set out in that Clause.
- g) In Clause 11, the optional language will not apply;
- h) The Parties agree that Clause 12(a) of the EU SCCs shall be subject to the limitation of liability provisions set out in the Agreement;
- i) In Clause 17, Option 1 will apply, and the EU SCCs will be governed by the laws of Germany;
- j) In Clause 18(b), to the extent Modules Two and/or Three of the EU SCCs apply, disputes shall be resolved by the courts of Germany;
- k) Annex I of the EU SCCs shall be deemed completed with the information set out in Schedule 1 to this DPA; and
- l) Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule 2 to this DPA;

8.4 Additional terms to the Standard Contractual Clauses. The following additional terms shall apply to the Standard Contractual Clauses:

- a) The scope of instructions set out in Section 2.3 of this DPA shall apply for the purposes of Clause 8.1(a) of the EU SCCs.
- b) Pursuant to Clause 9(a) of the EU SCCs, Customer acknowledges and expressly agrees that Tyk may engage Sub-processors in accordance with the process described in Section 4 of this DPA.
- c) The parties agree that the audits described in Clauses 8.9(c) and (d) of the EU SCCs, shall be carried out in accordance with the provisions of Section 5 of this DPA.
- d) The parties agree that the certification of deletion of Personal Data described in Clauses 8.5 and 16(d) of the EU SCCs shall be provided by Tyk to Customer only upon Customer’s request.

8.5 Modifications. Customer agrees to accept any modifications to the Standard Contractual Clauses entered into between Tyk and Customer (where applicable) which are necessary to comply with applicable Data Protection Legislation. The parties agree that if the Standard Contractual Clauses are replaced, amended, or no longer recognised as valid under Data Protection Legislation, or if a relevant Supervisory Authority and/or Data Protection Legislation requires either Party to adopt an alternative transfer solution, the Parties will work together in good faith to put an alternative Lawful Transfer Mechanism in place to ensure the processing continues to comply with Data Protection Legislation.

8.6 Conflicts. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

8.7 Onward Transfers. Customer authorises Tyk to transfer Customer Personal Data to Sub-Processors engaged in accordance with Section 3 provided that, to the extent required under Data Protection Legislation, such transfers are effected by way of a Lawful Transfer Mechanism.

9. RETURN AND DELETION OF DATA

9.1 On termination of this DPA or the Agreement, Tyk will, at Customer's written request, return all Customer Personal Data and copies of it or securely destroy them and demonstrate to the reasonable satisfaction of Customer that it has taken such measures, unless otherwise required by UK, EU or EU Member State law (in which case Tyk shall inform Customer of any such requirement).

10. MODIFICATION AND SUPPLEMENTATION

10.1 Tyk may modify the terms of this DPA (i) if required to do so by a Supervisory Authority or other government or regulatory entity, (ii) if necessary to comply with Data Protection Legislation, or (iii) to implement or adhere to approved codes of conduct or certifications, binding corporate rules, or other compliance mechanisms, which may be permitted under Data Protection Legislation. Supplemental terms may be added as an Annex or Appendix to this DPA where such terms only apply to the Processing of Personal Data under the Data Protection Legislation of specific countries or jurisdictions. Tyk will provide notice of such changes to Customer, and the modified DPA will become effective, in accordance with the terms of the Agreement.

SCHEDULE 1

DESCRIPTION OF PROCESSING ACTIVITIES

A. LIST OF PARTIES

Data exporter(s):

Name: The Customer listed in the Agreement

Address: The Customer's address as listed in the Agreement

Contact person's name, position, and contact details: The contact person identified in the Agreement

Activities relevant to the data transferred under these Clauses: Tyk provides the Services to the Customer in accordance with the Agreement.

Signature and date: The parties agree that execution of the Agreement shall constitute execution of this Schedule by both parties.

Role (controller/processor): Controller and/or Processor

Data importer(s):

Name: Tyk

Address: Tyk's address listed in the Agreement

Contact person's name, position, and contact details: Contact details for Tyk are specified in the Agreement. The team responsible for data protection can be contacted at legal@Tyk.io.

Activities relevant to the data transferred under these Clauses: Tyk provides the Services to the Customer in accordance with the Agreement.

Signature and date: The parties agree that execution of the Agreement shall constitute execution of this Schedule by both parties.

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Nature and Purpose of Processing

Tyk will Process Personal Data as necessary to provide the Services pursuant to the Agreement, and as further instructed by Customer in its use of the Services.

Duration of Processing and Frequency of Transfer

Subject to Section 9 of the DPA and the terms of the Agreement, Tyk will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing between Tyk and Customer.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:

- employees and other personnel of the Customer;
- end users of services of the Customer;



- visitors to the Customer's websites and mobile applications.

Types of Personal Data

Customer may submit Personal Data to the Services in accordance with the terms of the Agreement, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, the following categories of Personal Data:

- Basic contact details including name, email addresses and telephone numbers;
- online identifiers.

Special Categories of Data

Customer Personal Data may include Sensitive Personal Information (as defined in the Agreement) the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, for example, data concerning health.

Transfers to Sub-processors

As described at Schedule 3.

C. COMPETENT SUPERVISORY AUTHORITY

The competent Supervisory Authority for the purposes of the EU SCCs shall be the Unabhängiges Landeszentrum für Datenschutz, Schleswig-Holstein.

Where the Tyk address is in the UK, then the UK Information Commissioner is considered to be the competent Supervisory Authority.

SCHEDULE 2

TECHNICAL AND ORGANISATIONAL MEASURES

Description of the technical and organisational measures implemented by Tyk (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:

Tyk maintains internal policies and procedures, or procure that its Sub-processors do so, which are designed to:

- (a) secure any personal data Processed by us against accidental or unlawful loss, access or disclosure;
- (b) identify reasonably foreseeable and internal risks to security and unauthorised access to the personal data Processed by us;
- (c) minimise security risks, including through risk assessment and regular testing.

Tyk will conduct periodic reviews of the security of its network and the adequacy of our information security program as measured against industry security standards and our policies and procedures, and will use reasonable efforts to procure that our Sub-processors do so as well.

Tyk will periodically evaluate the security of its network and associated services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews, and will use reasonable efforts to procure that our Subprocessors do so as well.

Access controls

We limit access to personal data by implementing appropriate access controls.

Availability and back-up of personal data

We regularly back-up Customer Personal Data. Back-ups are stored separately and are encrypted at rest.

Disposal of IT equipment

We have in place processes to securely remove all personal data before disposing of IT systems (for example, by using appropriate technology to purge equipment of data and/or destroying hard disks).

Encryption

We use encryption technology where appropriate to protect personal data held electronically.

Transmission or transport of personal data

We will implement appropriate controls to secure personal data during transmission or transit.

Device hardening

We will remove unused software and services from devices used to process personal data. Default passwords that are provided by hardware and software producers will not be used.



Physical security

We implement appropriate physical security measures to safeguard personal data.

Staff training and awareness

We carry out staff training on data security and privacy issues relevant to their job role and ensure that new starters receive appropriate training before they start their role.

Staff are subject to disciplinary measures for breaches of our policies and procedures relating to data privacy and security.

Technical and organisational measures taken by Tyk's Sub-processors:

Before engaging Sub-Processors, Tyk performs due diligence on the security and privacy practices of its Sub-Processors to ensure they provide a level of security appropriate to their access to data and the scope of the services they are engaged to provide. Upon completion of this assessment, the Sub-Processor, is required to enter into appropriate data protection, security, and confidentiality provisions in its contract with Tyk.

SCHEDULE 3

SUB-PROCESSORS

Sub-Processor	Use Case	Location	Duration
Tyk Technologies Ltd	Parent Affiliate company which provides engineering and product, marketing & customer support services.	UK registered business & global workforce	Ongoing
Tyk Technologies Inc	Subsidiary Affiliate company which provides engineering and product, marketing & customer support services.	USA registered business & global workforce	Ongoing
Tyk Technologies Pte. Ltd	Subsidiary Affiliate company which provides engineering and product , marketing & customer support services.	Singapore registered business & global workforce	Ongoing
Google Ireland Limited	Cloud based workspace & Analytics	Ireland	Ongoing
AWS	Cloud computing & storage services	USA (us-east-1, us-west-2, eu-central-1, eu-west-2, ap-southeast-1)	Ongoing
Zendesk	Customer service software	USA	Ongoing
MongoDB	Database management software & service	USA (us-east-1, us-west-2, eu-central-1, eu-west-2, ap-southeast-1 - all in AWS)	Ongoing
Hubspot	CRM	USA	Ongoing
Cloudflare	Web-infrastructure and website-security company	USA & EEA	Ongoing

Microsoft Azure	Server environment	USA	Ongoing
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