

## MaxMind Data Processing Addendum

*(Revised September 2020)*

This Data Processing Addendum (“Addendum”) is referenced by and integrated into the MaxMind End User License Agreement, Reseller Agreement, OEM Agreement or GeoLite2 End User License Agreement (“Agreement”) entered into by and between MaxMind, Inc. (“MaxMind”) and the customer defined therein as “you,” “Licensee,” or “Reseller” (“you”). MaxMind and you are sometimes referenced in this Addendum individually as a “party” and collectively, as the “parties”.

This Addendum applies to the processing of Personal Information in connection with your use of the Services. Except to the extent otherwise expressly set forth in this Addendum, this Addendum is governed by the terms and conditions of the Agreement in which it is referenced. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. For purposes of this Addendum, the term “end users” includes, without limitation, your customers and their end users, as applicable. By agreeing to the Agreement, you acknowledge having read this Addendum and agree to be bound by its terms. MaxMind may revise this Addendum as necessary to address changes to Applicable Data Protection Law or MaxMind policies, and such changes shall be binding and effective upon the earlier of (i) the date that is thirty (30) days after the posting of the revised Addendum or (ii) the date that MaxMind provides notice to you of the revised Addendum.

### 1. Definitions.

a. “Applicable Data Protection Law” means (i) the UK Data Protection Act 2018; (ii) 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, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”); (iii) the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 *et seq.* (“CCPA”); and (iv) any other data protection laws, rules, regulations, self-regulatory guidelines, or implementing legislation applicable to a party’s provision or use of the Services.

b. “controller,” “business,” “processor,” “service provider,” “data subject,” “consumer,” “processing,” “sale,” “sell,” and “supervisory authority” (or any of the equivalent terms) each have the meaning set forth under Applicable Data Protection Law.

c. “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, data subject, or household or is defined as “personally identifiable information,” “personal information,” “personal data,” or similar term under Applicable Data Protection Law.

d. “Controller to Processor Standard Clauses” means the standard clauses for the transfer of personal data to processors established in third countries approved by the European

Commission from time to time, the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU of 5 February 2010.

e. “Controller to Controller Standard Clauses” means the standard clauses for the transfer of personal data to controllers established in third countries approved by the European Commission from time to time, the approved version of which in force at present is that set out in the European Commission's Decision 2004/915/EC of 27 December 2004.

f. “Subprocessors” means subcontractors of MaxMind, which process Personal Information on behalf of MaxMind in connection with your use of the Services.

## 2. Processing of Personal Information You Provide.

a. Acknowledgement. You acknowledge and agree that MaxMind will process Personal Information that you provide to MaxMind in connection with your use of the Services, including in the United States and other countries in which MaxMind or its service providers maintain facilities.

b. MaxMind as a Processor or Service Provider. MaxMind processes Personal Information provided by you as a processor or service provider on your behalf. You are the controller or business which determines which Personal Information is relevant, and based on that analysis you instruct MaxMind on how to process Personal Information. Where MaxMind acts as a processor or service provider on your behalf, the parties will comply with the obligations set out in Section 3 below. For transfers of Personal Information from the European Economic Area, Switzerland, or the United Kingdom to MaxMind as a processor, the parties hereby enter into the Controller to Processor Standard Clauses set out at: <https://www.maxmind.com/scc-processor-to-controller.pdf>.

c. MaxMind as a Controller or Business. In some circumstances, MaxMind processes Personal Information provided by you as an independent controller or business. For example, MaxMind processes and aggregates some of the Personal Information provided by you with data received from other sources (including other licensees) in order to improve the Services and provide you and other licensees with licensed data, more accurate information, robust risk score information, and the ability to flag potentially fraudulent activity, as applicable. Even after you stop using the Services, MaxMind will retain the Personal Information where it has a lawful basis, including for purposes of MaxMind’s own legitimate interests of continuing to provide services for all licensees, complying with its legal obligations, resolving disputes, and enforcing its agreements. Where MaxMind acts as an independent controller or business, you shall also be an independent controller or business, and each party shall be individually responsible for its own processing of the Personal Information and compliance with Applicable Data Protection Law. In the event that MaxMind’s receipt of Personal Information from you is deemed a sale under the CCPA, you will ensure that you comply with your obligations as a business under the CCPA. For transfers of Personal Information from the European Economic Area, Switzerland, or the United Kingdom to MaxMind as a controller, the parties hereby enter into the Controller to Controller Standard Clauses set out at <https://www.maxmind.com/scc-controller-to-controller.pdf>, for the

purposes of which you shall be the “data exporter” and MaxMind shall be the “data importer”.

d. Website. To the extent you provide Personal Information through MaxMind’s website (including in connection with correction requests), MaxMind will process the Personal Information in accordance with MaxMind’s privacy policy available at <https://www.maxmind.com/en/privacy-policy>.

3. Processing of Personal Information You Receive. You acknowledge and agree that you may receive Personal Information from MaxMind in connection with your use of the Services, and that such information may relate to data subjects or consumers across jurisdictions (including from the European Economic Area, Switzerland, and the United Kingdom). For example, GeoIP Databases or GeoIP Data licensed to you may include Personal Information. Where you receive Personal Information from MaxMind, you agree that you will only process the Personal Information for the purposes set forth in the Agreement and in accordance with Applicable Data Protection Law. MaxMind and you are each an independent controller or business with respect to the Personal Information, and each party shall be individually responsible for its own processing of the Personal Information and compliance with Applicable Data Protection Law. In the event that your receipt of the Personal Information is deemed a sale under the CCPA and you receive a “Do Not Sell” request from a consumer (whether directly from the consumer or relayed by MaxMind), you shall promptly cease any further use or sale of the applicable consumer’s Personal Information upon your receipt of such request. You shall provide MaxMind with all assistance necessary for MaxMind to address any data subject or consumer rights or regulatory requests under Applicable Data Protection Law. For transfers of Personal Information from the European Economic Area, Switzerland, or the United Kingdom to you as a controller, the parties hereby enter into the Controller to Controller Standard Clauses set out at <https://www.maxmind.com/sc-controller-to-controller.pdf>, for the purposes of which you shall be the “data importer” and MaxMind shall be the “data exporter.”

4. Your Obligations. MaxMind requires, and you hereby represent and warrant, that (i) you have provided any legally required notices and choice, and have a lawful basis for your sharing, transmission, and processing of Personal Information from, with, to, and by MaxMind; (ii) you have complied with all data transfer requirements of any applicable jurisdictions, and any data transfers pursuant to this Addendum will not cause MaxMind to be in breach of Applicable Data Protection Law; and (iii) any Personal Information provided by you has not been collected, stored, or transferred to MaxMind in violation of any law, regulation, or contractual obligation applicable to you. You agree to maintain a privacy policy that complies with Applicable Data Protection Law and disclose your data practices relating to your use of the Services, provided that you shall not be required to expressly identify MaxMind unless otherwise required by Applicable Data Protection Law. You shall not make any representations or warranties to your end users contrary to the terms and conditions in the Agreement. Without limiting the preceding sentence, if you make any representation or warranty to your end users contrary to the terms and conditions in the Agreement, you shall be solely and exclusively responsible for such representation or warranty to the extent such representation or warranty differs from those in the Agreement and MaxMind shall have no liability for any such representation or warranty. As between MaxMind and you, you are

responsible for all acts and omissions of your end users in connection with their processing of Personal Information, and you will reasonably cooperate with MaxMind in connection with any prohibited activities of any end user in connection with the Services. You will promptly notify MaxMind if you become aware of any such prohibited activities. In the event that the Controller to Controller Standard Clauses or Controller to Processor Standard Clauses are invalidated by a competent governmental authority, you will work with MaxMind to find an alternative legal basis for the transfer and continued processing of Personal Information in compliance with Applicable Data Protection Law, and you will cease processing Personal Information in the event no such basis is found or agreed upon by MaxMind.

5. Liability. To the maximum extent permitted by applicable law, each party's liability is subject to the disclaimers, limitations of liability, and indemnification obligations in the Agreement.

6. Terms Applicable to MaxMind as a Processor or Service Provider.

a. Application. When MaxMind processes Personal Information you provide as a processor or service provider on your behalf (and not when MaxMind processes Personal Information as a controller or business), the terms in this Section 6 shall apply.

b. Instructions. You hereby instruct MaxMind to process Personal Information for the following purposes: (i) processing in accordance with the Agreement; (ii) processing initiated by your end users in their use of the Services; and (iii) processing to comply with other documented reasonable instructions provided by you (*e.g.*, via email) where such instructions are consistent with the terms of the Agreement. MaxMind shall process the Personal Information only on documented instructions from you, unless required to do otherwise by applicable law to which MaxMind is subject; in such a case, MaxMind shall inform you of that legal requirement before processing the Personal Information, unless that law prohibits such disclosure on important grounds of public interest. The Agreement constitutes your complete and final documented instructions, and any additional or alternate instructions must be agreed upon separately. Where MaxMind follows your instructions, you will ensure that your instructions will not cause MaxMind to violate any applicable laws, rules, or regulations, or contractual obligations.

c. Subject Matter, Duration, Data Subjects, and Types.

i. The subject matter of the processing is the performance of the Services to you pursuant to the Agreement.

ii. The duration of the processing is for the duration of the Agreement except where otherwise required by applicable law or legal obligation, or for MaxMind to protect its rights or those of a third party.

iii. The categories of data subjects or consumers about whom MaxMind processes Personal Information are determined and controlled by you, in your sole discretion, which may include, but are not limited to, your end users.

iv. The types of Personal Information are determined and controlled by you, in your sole discretion, which may include, but are not limited to, IP address, email address, username and password, billing and shipping address, phone number, and transaction information.

d. CCPA. For any Personal Information subject to the CCPA, MaxMind shall not: (i) sell the Personal Information; (ii) retain, use, or disclose the Personal Information for any purpose other than for the specific purpose of performing the Services; (iii) retain, use, or disclose the Personal Information for a commercial purpose other than providing the Services; or (iv) retain, use, or disclose the information outside of the direct business relationship between MaxMind and you. MaxMind certifies that it understands these restrictions and will comply with them.

e. Subprocessors.

i. You hereby provide MaxMind with general written authorization to engage Subprocessors to assist in the performance of the Services. MaxMind shall enter into a written agreement with each Subprocessor containing data protection obligations no less protective than those in this Addendum with respect to the protection of Personal Information to the extent applicable to the services provided by the Subprocessor. MaxMind shall be liable for the acts and omissions of its Subprocessors to the same extent MaxMind would be liable if performing the services of each Subprocessor directly under the terms of the Agreement.

ii. MaxMind shall make available to you a current list of Subprocessors for the Services upon your written request. You may also make a written request that MaxMind notify you of any new Subprocessors. If you make such written request, MaxMind shall provide notification of new Subprocessors before authorizing any new Subprocessors to process Personal Information in connection with MaxMind's provision of the Services to you. You may object to MaxMind's use of a new Subprocessor by notifying MaxMind promptly in writing within ten (10) business days after receipt of MaxMind's notice. In the event you object to a new Subprocessor, MaxMind will use reasonable efforts to make available to you a change in the Services or recommend a commercially reasonable change to your configuration or use of the Services to avoid processing of the Personal Information by the objected-to new Subprocessors without unreasonably burdening you. If MaxMind is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, you may terminate the applicable Services which cannot be provided by MaxMind without the use of the objected-to new Subprocessor by providing written notice to MaxMind. MaxMind will refund you any prepaid fees covering the remainder of the term following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on you.

f. Requests. MaxMind shall, to the extent legally permitted, promptly notify you if MaxMind receives a request from a data subject or consumer to exercise their rights under Applicable Data Protection Law ("Request"). Taking into account the nature of the processing, MaxMind shall use commercially reasonable efforts to assist you in the fulfillment of your obligation to respond to the Request. To the extent legally permitted, you shall be responsible for any costs arising from MaxMind's provision of such assistance. You acknowledge and agree that

MaxMind may not be able to fulfill a Request where to do so would violate laws applicable to MaxMind, would interfere with MaxMind's ability to meet legal obligations or protect its rights or those of a third party, or would prevent MaxMind from continuing to process Personal Information where it has a legitimate interest in doing so.

g. Data Protection Impact Assessments. MaxMind shall provide you with reasonable cooperation and assistance as needed and appropriate to fulfill your obligations under Applicable Data Protection Law to carry out a data protection impact assessment related to your use of the Services, to the extent you do not otherwise have access to the relevant information, and to the extent such information is available to MaxMind. MaxMind shall provide reasonable assistance to you in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating the data protection impact assessment, to the extent required under Applicable Data Protection Law. To the extent legally permitted, you shall be responsible for any costs arising from MaxMind's provision of such assistance.

h. Audit. Subject to the confidentiality provisions set forth in the Agreement, you may make a written request at reasonable intervals that MaxMind make available to you a copy of MaxMind's then most recent third party audit with respect to its privacy and data protection practices, as applicable. If following MaxMind's delivery of such report you wish further information necessary to demonstrate MaxMind's compliance with its obligations as a processor or service provider, then MaxMind agrees at the written request from you to submit, to the extent reasonably possible, any facilities where it processes Personal Information on behalf of you for audit to ascertain compliance. Such audit shall be carried out upon the reasonable request of you, with reasonable notice, at reasonable intervals (no greater than once per year), during normal business hours, and subject to the confidentiality provisions set forth in the Agreement. You are responsible for and shall reimburse MaxMind for any expenses associated with the audit. You must receive written approval from MaxMind, at MaxMind's own discretion, before using any third party auditor, and such third party auditor must submit to a duty of confidentiality with respect to the audit.

i. Security. MaxMind shall maintain appropriate technical and organizational measures for the protection of the security, confidentiality, and integrity of Personal Information (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss, or alteration or damage, unauthorized disclosure of, or access to, Personal Information). MaxMind regularly monitors compliance with these measures. MaxMind will not materially decrease the overall security of the Services during its provision of the Services pursuant to the Agreement. MaxMind shall ensure that persons authorized to carry out processing have committed themselves to confidentiality or are under the appropriate statutory obligation of confidentiality.

j. Incident Management and Notification. MaxMind maintains security incident management policies and procedures and shall notify you without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information transmitted, stored, or otherwise processed by MaxMind on behalf

of you (a "Data Incident"). MaxMind shall make reasonable efforts to identify the cause of such Data Incident and take steps as MaxMind deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within MaxMind's reasonable control. MaxMind shall have no responsibility to you for Data Incidents caused by you or your end users.

k. Return and Deletion. Upon your written request, MaxMind will return or delete Personal Information processed by MaxMind on behalf of you. MaxMind may retain Personal Information where necessary for MaxMind to comply with applicable law or legal obligations, or to protect its rights or those of a third party.