HACKTHEBOX

Legal & Compliance:

Online Data Protection Addendum

ONLINE DATA PROTECTION ADDENDUM

This Data Processing Addendum and its Schedules and Annexes ("DPA") reflect the parties' agreement with respect to the Processing of Personal Data between HackTheBox Ltd., a company registered in England & Wales under company number 10826193 with offices at 38 Walton Road, Folkestone, Kent, United Kingdom, CT19 5QS ("HackTheBox") and the Subscriber in connection with the Subscription Agreement to the Services.

This DPA is supplemental to, and forms an integral part of, the Subscription Agreement and is effective upon its incorporation into the Subscription Agreement, which may be specified in the Subscription Agreement, an Order or an executed amendment to the Subscription Agreement. In case of any conflict or inconsistency (a) any of the provisions of this DPA and the provisions of the Subscription Agreement, the provisions of this DPA will prevail; and (b) the Standard Contractual Clauses and any other terms in this DPA, the provisions of the Standard Contractual Clauses will prevail.

HackTheBox may update this DPA from time to time, with such updated version available at https://resources.hackthebox.com/hubfs/Legal/DPA.pdf or a successor website link designated by HackTheBox; provided, however, that no such update shall materially diminish the privacy or security rights of Subscriber.

The term of this DPA will follow the term of the Subscription Agreement. Terms not otherwise defined in this DPA will have the meaning as set forth in the Subscription Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following terms have the meanings set forth below.

"Anonymized Data" means a data set that does not contain any Personal Data. Aggregated data is Anonymized Data.

"Data Controller" or "Controller" means the natural or legal person that alone or jointly with others determines the purposes and means of the Processing of Personal Data.

"Data Protection Laws" means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation European Data Protection Laws, in each case as amended, repealed, consolidated or replaced from time to time.

"Data Subject" means the individual to whom Personal Data relates.

"Europe" means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

"European Data" means Personal Data that is subject to the protection of European Data Protection Laws.

"European Data Protection Laws" means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council 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) ("GDPR"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 ("UK

GDPR"); and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance ("Swiss DPA"); in each case, as may be amended, superseded or replaced.

"EEA" means the European Economic Area.

"Instructions" means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalising, blocking, deletion, making available).

"Personal Data" means any information relating to an identified or identifiable Data Subject where (i) such information is contained within Subscriber Data; and (ii) is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

"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 transmitted, stored or otherwise Processed by HackTheBox and/or our Sub-Processors in connection with the provision of the Services. "Personal Data Breach" will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. The terms "Process", "Processes" and "Processed" will be construed accordingly.

"Processor" means a natural or legal person that processes Personal Data on behalf of the Controller.

"Special Category Data" means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

"Standard Contractual Clauses" means, means the standard contractual clauses annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021 currently found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, as may be amended, superseded or replaced..

"Subprocessor" means a Processor engaged by HackTheBox as a Processor to assist in fulfilling our obligations with respect to the provision of the Subscription Services under the Agreement. Sub-Processors may include third parties but will exclude any HackTheBox employee or consultant.

"Subscription Agreement" means the relevant agreement or terms of service governing Subscriber's access and use of the Services. HackTheBox's standard terms and conditions can be found at https://resources.hackthebox.com/hubfs/Legal/B2BT.pdf

"UK Addendum" means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018 currently found at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf, as may be amended, superseded, or replaced.

2. RELATIONSHIP OF THE PARTIES

2.1 The parties acknowledge and agree that with regard to the Processing of Personal Data, Subscriber is the Data Controller and HackTheBox is the data Data Processor.

2.2 Unless another data processing agreement is signed by the parties, by signing the Subscription Agreement, Subscriber enters into this DPA (including, where applicable, the Standard Contractual Clauses) on behalf of itself and in the name and on behalf of its Affiliates using the Services. The person or entity entering into this DPA as a Subscriber represents that it is authorized to agree to and enter into this DPA for and on behalf of itself, and as applicable, each of its Affiliates. For the avoidance of a doubt only Subscriber shall be entitled to provide instructions, exercise any rights or seek any remedies under this DPA.

3. CONTROLLER RESPONSIBILITIES

3.1 Within the scope of the Subscription Agreement and in its use of the Services, Subscriber will be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of Personal Data and the instructions it issues to HackTheBox. In particular but without prejudice to the generality of the foregoing, Subscriber acknowledges and agrees that will be solely responsible for (i) the accuracy and legality of Subscriber Data and the means by which Subscriber acquired Personal Data; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations; (iii) ensuring Subscriber has the right to transfer, or provide access to, the Personal Data to HackTheBox for Processing in accordance with the terms of the Subscription Agreement (including this

DPA); and (v) complying with all applicable laws related to the use of the Services.

3.2 The parties agree that the Subscription Agreement (including this DPA), together with Subscriber's use of the Service in accordance with the Subscription Agreement, constitute Subscriber's complete Instructions to HackTheBox in relation to the Processing of Personal Data, so long as Subscriber may provide additional written instructions during the subscription term that are consistent with the Subscription Agreement, the nature and lawful use of the Service.

3.3 Subscriber is responsible for independently determining whether the data security provided for in the Service adequately meets its obligations under applicable privacy and data protection laws.

3.4 Subscriber will retain control of the Personal Data and remain responsible for its compliance obligations under the applicable privacy and data protection requirements. Without limitation, Subscriber agrees that is solely responsible for providing any required notices and obtaining any required consents for the processing instructions it gives to HackTheBox and its secure use of the Services, including (a) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Personal Data; (b) securing the account authentication credentials, systems and devices Subscriber and its Authorised Users use to access and use the Services; (c) securing Subscriber's systems and devices that it uses to access and use the Services; and (d) maintaining its own backups of Personal Data.

3.5 Subscriber agrees to immediately notify HackTheBox if it becomes aware of any unauthorized or unlawful processing of the Personal Data; or any security breach.

3.6 Subscriber acknowledges that HackTheBox is under no duty to investigate the completeness, accuracy, or sufficiency

of any specific Subscriber instructions or the Personal Data other than as required under applicable law.

4. PROCESSOR OBLIGATIONS

4.1 HackTheBox will Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of Subscriber's lawful instructions, except where and to the extent otherwise required by applicable law or in order to verify compliance with applicable legislation. If applicable law requires HackTheBox to process Personal Data other than in accordance with the instructions, HackTheBox shall notify Subscriber of any such requirement before processing the Personal Data (unless Applicable Law prohibits such information on important grounds of public interest); and HackTheBox shall promptly inform Subscriber if it becomes aware of an instruction that, in HackTheBox's opinion, infringes Data Protection Laws.

4.2 Subscriber acknowledges and agrees that such instruction authorises HackTheBox to Process Subscriber Data (a) to perform its obligations and exercise its rights under the Subscription Agreement; and (b) to perform its legal obligations and to establish, exercise or defend legal claims in respect of the Subscription Agreement.

4.3 To the extent Subscriber is unable to amend, transfer, or delete the Personal Data, or to stop, mitigate, or remedy any unauthorized processing, HackTheBox will promptly comply with any Subscriber's request or instruction, to perform such actions on its behalf.

4.4 HackTheBox will ensure that any personnel authorized to Process Personal Data (a) are informed of the Personal Data's confidential nature and use restrictions and are obliged to keep the Personal Data confidential; (b) have undertaken training on the handling of Personal Data; and (c) are aware both of the HackTheBox's duties and their personal duties and obligations under this DPA.

4.5 HackTheBox will implement and maintain technical and organisational security measures to protect Personal Data from security incidents as described at https://resources.hackthebox.com/hubfs/Legal/DSM.pdf. Notwithstanding any provision to the contrary, HackTheBox may modify or update the security measures at its discretion provided that such modification or update does not result in a material degradation in the protection offered by the security measures.

4.6 HackTheBox will conduct audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this DPA, including, but not limited to, obtaining a vulnerability assessment performed by a third-party audit firm based on recognized industry best practices. HackTheBox shall further provide written responses to information security and audit questionnaires that Subscriber (acting reasonably) considers necessary to confirm HackTheBox's compliance with this DPA, provided that Subscriber shall not exercise this right more than once per year.

4.7 HackTheBox will notify Subscriber without undue delay, upon becoming aware of any Personal Data Breach, affecting Personal Data HackTheBox Processes in connection with the provision of Services to Subscriber. Upon request, HackTheBox will promptly provide Subscriber with reasonable assistance as necessary to enable Subscriber to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if it is required under applicable privacy and data protection laws.

4.8 Hackthebox will delete any Subscriber Data within 2 months from the termination or expiration of the Subscription Agreement. This term shall apply except where HackTheBox is required by applicable law to retain some or all of Subscriber Data or where HackTheBox

has archived Subscriber Data on back-up systems, which data are isolated and protected from any further processing or in order to defend any legal claims in regard to the Subscription Agreement.

4.9 The Service provides Subscriber with a number of controls that can be used to correct, delete or restrict Personal Data. To the extent that Subscriber is unable to independently address a Data Subject request via the Service, HackTheBox will provide Subscriber with commercially reasonable assistance, upon request, to help Subscriber to respond to a Data Subject's request or a request from data protection authorities. If a Data Subject request or other communications in regard to the Processing of Personal Data is made directly to HackTheBox, HackTheBox will promptly inform the Subscriber and will redirect the Data Subject to Subscriber. Subscriber will be solely responsible for responding to such requests or communications.

5. SUB-PROCESSORS

5.1 Existing Subprocessors. HackTheBox's appointed Sub-Processors are available at https://resources.hackthebox.com/hubfs/Legal/SPL.pdf.

5.2 Subscriber specifically authorises HackTheBox to use these Subprocessors, and grants HackTheBox a general authorization to engage Subprocessors, provided that: (a) HackTheBox enters into a written contract with the Subprocessor that contains terms substantially the same as those set out in this DPA and (b) HackTheBox remains liable for any acts or omissions of such Sub-Processor that cause us to breach any of its obligations under this DPA.

5.3 Subprocessor list may be updated by HackTheBox from time to time. HackTheBox will notify Subscriber of any additions to or replacements of its Subprocessor list via email if Subscriber has added his email at the

relevant field that can be found at https://www.hackthebox.com/legal.

6. INTERNATIONAL DATA TRANSFERS

6.1 Subscriber acknowledges and agrees that HackTheBox may access and Process Personal Data on a global basis as necessary to provide the Services in accordance with the Subscription Agreement, and in particular that Personal Data may be transferred to and Processed by HackTheBox in EU, UK, US in its primary processing facilities and to other jurisdictions where HackTheBox and its Sub-Processors has operations. Wherever Personal Data is transferred outside its country of origin, each party will ensure such transfers are made in compliance with the requirements of Data Protection Laws.

6.2 Parties further agree that they will execute all necessary documents in order to comply with applicable data protection laws.

7. ADDITIONAL PROVISIONS FOR EUROPEAN DATA

7.1 This "Additional Provisions for European Data" section shall apply only with respect to the processing of European Personal Data.

7.2 When processing European Data Subscriber is the Controller and HackTheBox is the Processor.

7.3 If we believe that Subscriber's Instruction infringes European Data Protection Laws (where applicable), we will inform Subscriber without delay.

7.4. Subscriber will have the opportunity to object to the engagement of new Sub-Processors on reasonable grounds relating to the protection of Personal Data within 30 days of notice in accordance with the 'Sub-Processors' section, (or of the update to the Subprocessor list, where no email address for notice has been provided). If Subscriber does notify HackTheBox of such an objection, the parties will discuss its

concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, HackTheBox will, at its sole discretion, either not appoint the new Sub-Processor, or permit Subscriber to suspend or terminate the affected Subscription Service in accordance with the termination provisions of the Agreement without liability to either party (but without prejudice to any fees incurred by Subscriber prior to suspension or termination). The parties agree that by complying with this sub-section (7.4), HackTheBox fulfils its obligations under Sections 9 of the Standard Contractual Clauses.

7.5 To the extent that the required information is reasonably available to Hackthebox, and Subscriber does not otherwise has access to the required information, we will provide reasonable assistance to Subscriber with any data protection impact assessments, and prior consultations with supervisory authorities or other competent data privacy authorities to the extent required by European Data Protection Laws.

7.5 Transfer Mechanism. HackTheBox shall not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of applicable European data Protection Laws), unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without limitation) transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws, or to a recipient that has executed appropriate standard contractual clauses in

each case as adopted or approved in accordance with applicable European data protection laws.

The parties agree that the Standard Contractual Clauses will be incorporated by reference and form part of the Agreement as follows:

(a) EEA Transfers. In relation to European Data that is subject to the GDPR (i) Subscriber is the "data exporter" and HacktheBox, is the "data importer"; (ii) the Module Two terms apply to the extent the Subscriber is a Controller of European Data and the Module Three terms apply to the extent the Subscriber is a Processor of European Data; (iii) in Clause 7, the optional docking clause does not apply; (iv) in Clause 9, Option 2 applies and changes to Sub-Processors will be notified in accordance with the 'Sub-Processors' section of this DPA; (v) in Clause 11, the optional language is deleted; (vi) in Clauses 17 and 18, the parties agree that the governing law and forum for disputes for the Standard Contractual Clauses will be determined in accordance with the 'Contracting Entity; Applicable Law; Notice' section of the Jurisdiction Specific Terms or, if such section does not specify an EU Member State, Greece (without reference to conflicts of law principles); (vii) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; and (viii) if and to the extent the Standard Contractual Clauses conflict with any provision of this DPA the Standard Contractual Clauses will prevail to the extent of such conflict.

(b) UK Transfers. In relation to European Data that is subject to the UK GDPR, the Standard Contractual Clauses will apply in accordance with sub-section (a) and the following modifications (i) the Standard Contractual Clauses will be modified and interpreted in accordance with the UK Addendum, which will be incorporated by reference and form an integral part of the Agreement; (ii) Tables 1, 2 and 3 of the UK

Addendum will be deemed completed with the information set out in the Annexes of this DPA and Table 4 will be deemed completed by selecting "neither party"; and (iii) any conflict between the terms of the Standard Contractual Clauses and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

(c) Swiss Transfers. In relation to European Data that is subject to the Swiss DPA, the Standard Contractual Clauses will apply in accordance with sub-section (a) and the following modifications (i) references to "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA; (ii) references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and (iii) references to the "competent supervisory authority" and "competent courts" will be replaced with the "the Swiss Federal Data Protection and Information Commissioner " and the "relevant courts in Switzerland".

7.6 The parties acknowledge and agree to abide by and process European Data in compliance with the Standard Contractual Clauses.

7.7 If for any reason HackTheBox cannot comply with its obligations under the Standard Contractual Clauses or is breach of any warranties under the Standard Contractual Clauses, and Subscriber intends to suspend the transfer of European Data to HackTheBox or terminate the Standard Contractual Clauses, Subscriber agrees to provide HackTheBox with reasonable notice to enable HackTheBox to cure such non-compliance and reasonably cooperate with HackTheBox to identify what additional safeguards, if any, may be implemented to remedy such non-compliance. If HackTheBox has not or cannot cure the non-compliance, Subscriber may suspend or terminate the affected part of the Service in accordance with the Agreement without liability to either party (but without prejudice to any fees that have incurred prior to such suspension or termination).

8. Additional Terms

8.1 Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

8.2 Limitation of Liability. Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this DPA (and any other DPAs between the parties) and the Standard Contractual Clauses (where applicable), whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' section of the Subscription Agreement and any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA).

8.3. This DPA will be governed by and constructed in accordance with the Laws of England and Wales, unless required otherwise by Data Protection Laws.

8.4 The legal entity agreeing to this DPA as Subscriber represents and agrees that: (a) it is authorized to agree to and enter into this DPA for and on behalf of itself and, as applicable, each of its Affiliates (b) if applicable, it solely, will be entitled to exercise any right or seek any remedy any of its Affiliates may have under this DPA on behalf of its Affiliates, and not separately for each Affiliate individually but in a combined manner for itself and all of its Affiliates together and (c) is solely responsible for coordinating all Instructions, authorizations and communications with HackTheBox under the DPA and will be entitled to make and receive any communications related to this DPA on behalf of its Affiliates.

SCHEDULE 1

A. PARTIES

<u>Data exporter:</u>

Name: The Subscriber, as defined in the Subscription Agreement (on behalf of itself and its Affiliates)

Address: The Subscriber address, as set out in the Service Order Form

Contact person's name, position and contact details: The Subscriber's contact details, as set out in the Service Order Form

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Subscriber's use of the Services under the Subscription Agreement.

Role (controller/processor): Controller

<u>Data importer:</u>

Name: Hack The Box

Address: The address, as set out in the Service Order Form

Contact person's name, position and contact details: The contact details, as set out in the Service Order Form

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Subscriber's use of the Services under the Subscription Agreement.

Role (controller/processor): Processor

B. DETAILS OF THE PROCESSING

Categories of Data Subjects:	*Subscriber's Employees and Subscriber's Authorized Users*
Categories of Personal Data:	*Email addresses, business contact details, online identifiers, account information.*
Categories of Special Category Personal Data or Sensitive Data:	*Processing of Special Categories' or Sensitive Personal Data is not required for the provision of the Services.*
Nature of the processing:	*Personal Data will be Processed in accordance with the Subscription Agreement (including this DPA) in order to provide the Services and may be subject to the following Processing activities:* *1. Storage and other processing necessary to provide, maintain and improve the Services provided to Subscriber; and/or*

	2. Disclosure in accordance with the Subscription Agreement (including this DPA) and/or as compelled by applicable laws.
Purpose(s)	*HackTheBox will process Personal Data as necessary to provide the Services pursuant to the Subscription Agreement, as further specified in the Service Order Form, this DPA and as further instructed by Subscriber.*
Retention Period:	*For the duration of the Subscription Agreement and 2 months thereafter, unless earlier deleted by Subscriber or its Authorised Users or unless required differently in order to comply with any legal or regulatory obligation or to defend any claims in respect of the Subscription Agreement.*

C. Competent Supervisory Authority

For the purposes of the Standard Contractual Clauses, the supervisory authority that will act as competent supervisory authority will be determined in accordance with GDPR.

SCHEDULE 2
TECHNICAL & ORGANISATIONAL SECURITY MEASURES

Where applicable, this Schedule 2 will serve as Annex II to the Standard Contractual Clauses. The following provides more information regarding HackTheBox's technical and organisational security measures set forth below.

The text of HackTheBox's technical and organisational security measures to protect Subscriber Data is available at https://resources.hackthebox.com/hubfs/Legal/DSM.pdf, which is incorporated into this DPA.

SCHEDULE 3
LIST OF SUB-PROCESSORS

To help Hack The Box deliver the Service, we engage Sub-Processors to assist with our data processing activities. A list of our Sub-Processors and our purpose for engaging them is located on at https://resources.hackthebox.com/hubfs/Legal/SPL.pdf which is incorporated into this DPA