

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (TOGETHER WITH ANY ATTACHMENTS HERETO AND ORDERING DOCUMENTS ISSUED HEREUNDER, THIS “**AGREEMENT**”) SET FORTH THE TERMS FOR THE PROVISION OF SUBSCRIPTION AND PROFESSIONAL SERVICES (EACH AS DEFINED BELOW) BY GAINSIGHT, INC. (“**GAINSIGHT**”) FOR THE ENTITY (“**CLIENT**”) EXECUTING AN ORDER FORM (AS DEFINED BELOW) HEREUNDER.

1. DEFINITIONS.

“**Affiliates**” means any legal entity directly or indirectly controlling, controlled by or under common control with a Party, where control means the ownership of a majority share of the stock, equity or voting interests of such entity.

“**Client Content**” means content and/or data provided to Gainsight by or on behalf of Client or Client’s customers in connection with the Services.

“**Deliverable(s)**” means all reports, manuals, documentation, work product, or other materials, goods, services and other items developed, delivered, or provided by Gainsight or Gainsight personnel to Client as part of Professional Services under this Agreement.

“**Documentation**” means any written or electronic documentation, images, video, user manuals, descriptions, instructions or other materials made available to Client, including those materials located at <https://support.gainsight.com/> which describe the specifications, operation, functionality or other information regarding the Subscription Services.

“**End User**” means an end user or prospective end user of Client’s products or services who accesses the Subscription Services.

“**Gainsight Existing IP**” means all works of authorship, ideas, designs, creations and other intellectual property conceived, reduced to practice, authored or otherwise created or developed by or on behalf of Gainsight independently of, and not in connection with, this Agreement, and shall include all dashboards, templates and spreadsheets developed for Client use and, in each case, which does not include any Client Content.

“**Order Form**” means an order form, executed by both Parties, pursuant to which Client purchases Services from Gainsight.

“**Ordering Document**” means either an Order Form or Statement of Work.

“**Party**” means, as applicable, either Gainsight or Client, and “**Parties**” means both Gainsight and Client.

“**Professional Services**” means those professional services purchased by Client as more fully described in a Statement of Work. Professional Services may include professional, integration or other consulting services.

“**Prohibited Data**” means information or data that (a) constitutes “**Protected Health Information**” or “**Electronic PHI**” (as each such term is defined in the Privacy, Security, Breach Notification, Transactions, and Enforcement Rules at 45 CFR Parts 160, 162 and 164, as amended) or “nonpublic personal information” (as defined under Title V of the Financial Services Modernization Act of 1999, as amended (the “Gramm-Leach-Bliley Act”), (b) is subject to the Payment Card Information Data Security Standards, (c) constitutes a special category of data according to Art. 9 European General Data Protection Regulation, as amended (N°2016/679, “GDPR”) (including any data identified as “sensitive data” pursuant to the Standard Contractual Clauses (as such term is defined in the DPA referred to below)), (d) is racist, hateful, abusive, libelous, obscene, pornographic, or discriminatory in nature or that violates or infringes in any way upon the rights of others, encourages conduct that would constitute a

criminal offense, gives rise to civil liability, or otherwise violates any law, (e) contains viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, or (f) Client does not have the legal right to transfer to Gainsight, in the case of each of clauses (a) – (c), as may be amended, superseded or replaced.

“**Services**” means Professional Services and/or Subscription Services.

“**SLA**” means the Service Level Agreement attached hereto at **Exhibit A (Service Level Agreement (SLA))** and made a part hereof.

“**Statement of Work**” means a statement of work, executed by both Parties, setting forth the Professional Services to be delivered by Gainsight to Client.

“**Subscription Services**” means Gainsight’s software offered as a service on a subscription basis and purchased by Client pursuant to an Order Form.

“**Subscription Term**” means the term for Client’s subscription to the Subscription Services as set forth on the applicable Order Form.

“**Usage Rights**” means the Client entitlements in the Subscription Services set forth in an Order Form (e.g., features, customer records, full user seats, viewer user seats, viewer+ analytics user seats, monthly active users, product tags, sessions, unique visitors).

“**Users**” means Client employees, contractors and subcontractors who have been granted access to the Subscription Services for Client’s internal business purposes, including the purpose of administering Client’s instance of the Subscription Services.

2. SERVICES.

2.1 Subscription Services. Subject to the terms and conditions of this Agreement, Gainsight will provide Client and its Users with access to the Subscription Services during the Subscription Term. Client shall not exceed the Usage Rights or use the Subscription Services in a manner that does not conform to the Usage Rights granted to it. The Subscription Services are subject to modification from time to time at Gainsight’s sole discretion, provided that no such modification will materially degrade the functionality of the Subscription Services as set forth in the Documentation. Except in urgent situations (e.g., the deployment of bug patches, fixing unavailability of the Subscription Services, etc.), Gainsight will provide prior written notice of any modification to the Subscription Services to Client via <https://status.gainsight.com/>. With respect to major releases for each Subscription Service other than the Staircase Subscription Service, Gainsight shall (a) provide a summary at least seven days in advance of such release via email to Client’s Gainsight administrator, (b) provide in-app notifications and email communications for major releases to all Users on the day of the release, and (c) post messages containing release highlights and release notes in the Gainsight Community for the applicable Subscription Service. The latest release notes are accessible on the day of the release at https://support.gainsight.com/Gainsight_Release_Notes. Notwithstanding the preceding three sentences to the contrary, with respect to the Staircase by Gainsight Subscription Services, Gainsight will provide periodic, retroactive written notice of modifications to Client via email to Client’s admin User of the Staircase Subscription Services.

2.2 Service Levels. Subject to the terms and conditions of this Agreement, Gainsight will make the Subscription Services available and provide support to Client for the Subscription Services as described in the SLA and Order Form.

2.3 Professional Services. The Parties agree that Client may purchase Professional Services from Gainsight from time to time by entering into a Statement of Work with Gainsight. Each Party shall designate a project manager who shall work together with the other Party’s project manager to facilitate

delivery of the Professional Services. In order to change the description of Professional Services under a Statement of Work, Client will submit a written request to Gainsight specifying the proposed changes in detail and Gainsight will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change. Gainsight will continue performing the Professional Services in accordance with this Agreement and the applicable Statement of Work until the Parties agree in writing on the change in scope of work, scheduling, and fees. Client must notify Gainsight in writing within ten days of the delivery of the Professional Services that Client believes such Professional Services are nonconforming, otherwise such Professional Services will be deemed to have been accepted by Client. Client's exclusive remedy and Gainsight's entire liability for any nonconformance of the Professional Services shall be the reperformance of the nonconforming Professional Services, or if Gainsight is unable to perform the Professional Services to be conforming, Client shall be entitled to a refund of the fees paid to Gainsight for the nonconforming Professional Services.

3. PAYMENT OF FEES.

1. **Fees and Invoicing.** Client will pay Gainsight the fees as set forth in the applicable Ordering Document (the "**Fees**"). All Fees, including Fees associated with the purchase of additional Usage Rights, shall be fixed during the applicable Subscription Term. Except as expressly set forth in this Agreement, all Fees are non-cancelable and non-refundable. The applicable Ordering Document will set forth the invoicing frequency and payment terms (the date such Fees are due being, the "**Due Date**"). All Fees set forth in any Ordering Document are payable in advance and stated as net of any applicable Taxes (as defined below) unless otherwise set forth in the applicable Ordering Document. Client will reimburse Gainsight for any fees Gainsight pays to any payment intermediary that Client requires Gainsight to use for submitting invoices to Client (e.g., Ariba).

2. **Late Fees and Collections.** Any undisputed payment not received from Client by the Due Date may accrue, at Gainsight's sole discretion, late charges at the lower of 1.5% of the outstanding balance per month or the maximum rate permitted by applicable law, with such late fee accruing from the Due Date until the date paid. Client is liable for all collection fees and expenses, including reasonable attorney fees, relating to any unpaid and undisputed payments.

3. **Payment Disputes.** "**Payment Dispute**" means that Client disputes an invoice in good faith, notifies Gainsight of such dispute no later than the Due Date, and diligently cooperates with Gainsight to expeditiously resolve the Payment Dispute such that the dispute is resolved within 15 days following the date such dispute is first received by Gainsight. Gainsight will not impose late charges under **Section 3.2** of this Agreement or suspend access to the Subscription Services under **Section 5.4** of this Agreement, with respect to an overdue amount so long as the overdue amount is subject to a Payment Dispute.

3.4 Taxes. Fees are exclusive of taxes, which Gainsight will charge as required by applicable law in connection with this transaction. Client will provide necessary information to Gainsight to determine Gainsight's tax collection obligations for Client and providing any supporting documentation to claim an exemption for such taxes.

4. CLIENT RESPONSIBILITIES AND RESTRICTIONS.

4.1 Client Responsibilities. Client will: (a) make available such personnel, assistance, cooperation, information, equipment, and data reasonably necessary to enable Gainsight to perform the Services, and Client acknowledges that its failure to comply with this clause (a) may affect Gainsight's ability to provide the Services as set forth herein; (b) ensure Users' and End Users' compliance with this Agreement, (c) ensure each User will be identified by a unique username and password that may only be used by one individual and not be shared among multiple individuals, and (d) obtain all necessary

consents in respect to the Client Content, including the right to transfer such Client Content to Gainsight for the purpose of Gainsight performing its obligations under this Agreement; (e) use the Subscription Services only in accordance with applicable laws and government regulations; (f) contact Gainsight's Security Team at security@gainsight.com if Client becomes aware of a possible Security Incident (as such term is defined in **Exhibit B**); and (g) where enabled within the Subscription Services, ensure that the terms of use applicable to End Users of Client's instance of the Subscription Services are at least as restrictive as those set forth in this Agreement.

2. **Client Restrictions.** Client will not, and will not permit any User, End User, or other third party acting under Client's direction or on Client's behalf to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Subscription Services, Documentation or data related to the Subscription Services; (b) use the Subscription Services in a manner that exceeds the Usage Rights granted to it or does not comply with the Documentation; (c) modify, translate, or create derivative works based on the Subscription Services; (d) use the Subscription Services for timesharing or service bureau purposes or for any purpose other than its own internal business purposes; (e) permit any third party to access the Subscription Services except as permitted herein or in an Ordering Document; (f) remove any title, trademark, copyright and/or restricted rights notices or labels from the Subscription Services; (g) access the Subscription Services in order to (i) build a competitive product or service or (ii) copy any ideas, features, functions or graphics of the Subscription Services; or (h) configure the Subscription Services to collect any Prohibited Data (or otherwise transmit any Prohibited Data to Gainsight) without Gainsight's prior written consent (which consent may be withheld by Gainsight at its sole discretion); provided no such prior consent is required to transmit any Protected Health Information or Electronic PHI if Gainsight and Client have entered into a Business Associate Agreement (as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA)).

5. **TERM AND TERMINATION.**

1. **Term.** Subject to earlier termination as provided below, this Agreement is for the Subscription Term as specified in the Order Form.

2. **Termination for Material Breach.** In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Subscription Term by giving 30 days' prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured such breach prior to the expiration of such 30-day period.

3. **Termination for Bankruptcy.** Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business.

4. **Suspension of Access.** Gainsight may immediately suspend access to the Subscription Services if (i) Client fails to pay amounts due and not subject to a Payment Dispute within ten days after Gainsight has provided Client with written notice of such failure, (ii) Client exceeds its Usage Rights and fails to cure such breach within 30 days after Gainsight has provided Client with written notice of such breach, or (iii) Client violates **Section 4** of this Agreement. If Gainsight suspends access pursuant to clause (iii) of the preceding sentence, then Gainsight shall notify Client of the reason for such suspension as soon as reasonably possible. Gainsight shall reinstate Client's access to the Subscription Services once Gainsight reasonably believes Client has corrected the action that first led to such suspension. Any suspension by Gainsight of the

Subscription Services under the preceding sentence will not relieve Client of its payment obligations hereunder.

5. **Effect of Termination.** Upon any expiration or termination of this Agreement, the rights and licenses granted hereunder will automatically terminate, and Client may not continue to use the Subscription Services other than to retrieve its Client Content pursuant to **Section 5.6** of this Agreement. If this Agreement is terminated based on Gainsight's uncured material breach, Gainsight shall refund to Client any prepaid fees covering the remainder of the Subscription Term following the effective date of such termination. If this Agreement is terminated based on Client's uncured material breach, Client shall pay any unpaid fees covering the remainder of the Subscription Term following the effective date of such termination, the purpose of which is to prevent Client from avoiding future but committed payment amounts for a fixed term subscription by intentionally breaching this Agreement. In no event shall any termination relieve Client of the obligation to pay any fees payable to Gainsight for the period prior to the effective date of such termination.

6. **Post-Termination Access.** Gainsight shall make the Client Content available for Client to download for a period of 30 days following the expiration of the Subscription Term.

6. CONFIDENTIALITY.

1. **Confidential Information.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose information of a technical, business or other nature that the Receiving Party knows or has reason to know is the confidential, proprietary or trade secret information of the Disclosing Party, including, in the case of Client, the Client Content (hereinafter referred to as "**Confidential Information**"). The Receiving Party agrees: (a) not to divulge any such Confidential Information to any third party, (b) to provide access to such Confidential Information solely to those employees, contractors and other personnel with a need to have access thereto for purposes of this Agreement, and (c) to take the same security precautions to protect such Confidential Information against disclosure or unauthorized use that the Receiving Party takes with its own confidential information, but in no event will the Receiving Party apply less than reasonable precautions to protect such Confidential Information.

2. **Exceptions.** The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party, or (d) was independently developed without use of any of the Disclosing Party's Confidential Information. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party provides the Disclosing Party with reasonable prior notice of such disclosure to contest such order.

6.3 Permitted Disclosure of this Agreement. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement or any Ordering Document delivered hereunder, unless disclosure of such terms and conditions is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such Party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirors.

6.4 Processing of Personal Data. To the extent that Gainsight "processes" any "Personal Data" (as each such term is defined in the DPA referred to below) pursuant to Client's instructions and on

Client's behalf, Gainsight shall process such Personal Data in compliance with the Data Processing Addendum attached hereto as **Exhibit B (Data Processing Addendum)** (the "DPA") and made a part hereof.

7. INTELLECTUAL PROPERTY RIGHTS.

1. **Gainsight Ownership Rights.** As between Client and Gainsight, Gainsight owns all intellectual property rights in and to the Subscription Services, Gainsight software and systems generated in connection with or accessed through the Subscription Services, Documentation, Gainsight Existing IP, and other resources that may be provided to Client in relation to the Subscription Services, and all modifications, improvements and derivatives of any of the foregoing.

2. **Subscription Services License Grant.** During the Subscription Term, subject to the terms and conditions of this Agreement, Gainsight hereby grants to Client and its Users a limited scope, nonexclusive, nontransferable (except as permitted under **Section 12.3**) license to access the Subscription Services and Documentation in accordance with the terms of this Agreement and, in the case of the Documentation, solely in connection with the licensed use of the Subscription Services. Client shall not, nor shall it allow its Affiliates to, sell, offer for sale, sublicense, distribute, transfer (except as permitted under **Section 12.3**) or publicly perform or display the Subscription Services provided under this Agreement as all Subscription Services are provided for Client's internal use and benefit only.

3. **Gainsight Existing IP License Grant.** To the extent that any Gainsight Existing IP is embodied or reflected in the Deliverables, Gainsight grants to Client a limited scope, non-exclusive, non-transferable (except as permitted under **Section 12.3**), royalty-free license to use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Gainsight Existing IP. Client shall not, nor shall it allow its Affiliates to, sell, offer for sale, sublicense, or transfer (except as permitted under **Section 12.3**) the Deliverables or Gainsight Existing IP provided under this Agreement as all Deliverables and Gainsight Existing IP are provided for Client's internal use and benefit only.

4. **Gainsight Reservation of Rights.** Gainsight reserves all rights not expressly granted in this Agreement, and no licenses are granted by Gainsight to Client under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement. Other than the limited license right set forth herein, nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services, Documentation, or Gainsight Existing IP. The license granted under this **Section 7** does not constitute a sale and does not convey to Client any rights of ownership in or related to the Subscription Services, or any intellectual property rights, other than as set forth herein.

5. **Client Ownership Rights, License Grant, and Reservation of Rights.** As between Client and Gainsight, but subject to **Sections 7.1, 7.3, and 7.4** with respect to Gainsight Existing IP, Client owns all intellectual property rights in and to the Client Content and Deliverables; provided that, Gainsight shall own and retain all intellectual property rights in and to the Gainsight Existing IP and any and all modifications, improvements and derivatives to the Gainsight Existing IP. Client grants to Gainsight and its subcontractors and vendors as applicable during the Subscription Term a limited scope, nonexclusive, nontransferable (except as permitted under **Section 12.3**) license to use the Client Content for the purpose of performing the Services and as authorized in this Agreement. Gainsight will only disclose Client Content to its subcontractors on a need-to-know basis to provide the Subscription Services and perform the Professional Services and such disclosure shall be subject to confidentiality and privacy terms no less protective of Client Content than those set forth herein. Client is responsible for and shall

obtain all licenses, rights and permissions necessary for the provision to, and use by Gainsight and its subcontractors of Client Content under this Agreement. Other than the limited license right set forth herein, nothing contained in this Agreement shall be construed as granting Gainsight any rights in or to the Client Content. The license granted under this **Section 7.5** does not constitute a sale and does not convey to Gainsight any rights of ownership in or related to the Client Content, or any intellectual property rights, other than as set forth herein.

6. **AI-Related Ownership Rights and License Grant.** Solely with respect to the Staircase by Gainsight Subscription Services, Client grants to Gainsight a non-exclusive, royalty-free, irrevocable, worldwide, perpetual license (i) to use, disclose, create and employ derivations of Client Content, and generalized concepts, ideas, know-how, results, and improvements, including through analysis of such Client Content and which may include setting and assigning of weights, values and labels and (ii) to assess, improve, modify, and prepare combinations, compilations, and derivative works of Client Content and Gainsight's models, algorithms, tools, platforms, portals, and business practices.

7. **Feedback.** In consideration of Client's access to the Subscription Services, (i) Client may notify Gainsight of any problems, bugs, usability or performance or other issues Client discovers with respect to the Subscription Services; and (ii) Client may share with Gainsight suggestions, improvements, ideas for enhancements or other feedback regarding the Subscription Services (together, (i) and (ii) are "**Feedback**"). All such Feedback shall be owned exclusively by Gainsight and Client hereby assigns and agrees to assign to Gainsight all right, title and interest in and to such Feedback and all intellectual property rights therein. Any and all Feedback provided by Customer is provided as is without warranty.

8. **Usage and Performance Metrics.** For the avoidance of doubt, Gainsight may (i) process usage and performance data with respect to the use and performance of the Subscription Services; and (ii) analyze Client Content on an aggregated and anonymous basis; in each case to measure, analyze, and report usage and performance metrics of the Subscription Services and for the internal business purposes of improving, testing, and providing to Client the Subscription Services and may not disclose such data to third parties.

8. WARRANTIES.

8.1 Subscription Services Warranties. Gainsight warrants during the Subscription Term that the Subscription Services will, under normal use: (i) perform materially in accordance with the Documentation, (ii) be provided in a manner consistent with generally accepted industry standards; and (iii) conform to the SLA. Additionally, Gainsight warrants that it uses and will continue to use commercially reasonable efforts consistent with industry standards to prevent storing or transmitting viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs in the Subscription Services. Gainsight does not make any representations or warranties that the functions performed by the Subscription Services will meet Client's requirements, that the operation of the Subscription Services will be uninterrupted or error free, or that all defects in the Subscription Services will be corrected.

8.2 Professional Services Warranties. Gainsight warrants for 90 days from the performance of any Professional Services by Gainsight that such Professional Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Client must deliver written notice of any breach of this warranty to Gainsight during the relevant warranty period, and Client's exclusive remedy and Gainsight's entire liability for any breach of such warranty shall be the reperformance of the nonconforming Professional Services, or if Gainsight is unable to perform the Professional Services as warranted, Client shall be entitled to a refund of the fees paid to Gainsight for the nonconforming Professional Services.

8.3 Disclaimer. To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND GAINSIGHT DISCLAIMS ANY AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT GAINSIGHT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, GAINSIGHT FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY.

9.1 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES OR LOSS OF DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA OR SPECIFIC RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, WHETHER ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, OR BASED IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 THE TOTAL LIABILITY OF EACH PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE CUMULATIVE FEES INVOICED (OR TO BE INVOICED) TO CLIENT FOR THE TWELVE-MONTH PERIOD DURING WHICH THE CLAIM AROSE.

9.3 THE FOREGOING LIMITATIONS WILL NOT APPLY TO CLIENT PAYMENT OBLIGATIONS OR ANY DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OR TO THE EXTENT PROHIBITED BY LAW.

10. INDEMNIFICATION.

10.1 Gainsight Indemnity. Gainsight will indemnify, defend and hold harmless Client from and against all claims, suits and/or proceedings brought by any third party (each, a "**Claim**") against Client alleging that the Services infringe or misappropriate such third party's intellectual property rights, including with respect to any resulting liabilities, losses, damages and costs awarded by a court or included as part of a final settlement, as well as reasonable attorneys' fees, in connection with the foregoing.

In the event of a Claim, Gainsight shall, at its option and expense: (i) procure for Client the right to continue using or receiving the affected Subscription Service; (ii) replace or modify the affected Subscription Service to eliminate the infringement while providing substantially similar functionality; or (iii) terminate the Order Form with respect to the affected Subscription Service and refund to Client any prepaid fees covering the remainder of the Subscription Term following the date of such termination.

Gainsight's obligations under this **Section 10.1** shall not apply to any Claims to the extent based upon: (a) Client Content, or Client's or any third party's technology, materials, software, data or other information (other than that of Gainsight's subcontractor or Sub-processor, provided to Client when acting in its capacity as such); (b) a combination of the Subscription Services with non-Gainsight services or software if the Claim would not have occurred but for such combination and such combination is not contemplated in the Documentation or otherwise recommended by Gainsight in writing; (c) Client's continued use of the Subscription Services after being informed of or provided with modifications that

would have avoided the alleged infringement; or (d) any use of the Subscription Services not in compliance with this Agreement (collectively, the “**Excluded Claims**”).

10.2 Client Indemnity. Client will indemnify, defend and hold harmless Gainsight from and against all Claims against Gainsight that arise out of any Excluded Claims or allege that the Client Content, or Client or User activities hereunder with regard to the Client Content, infringe or violate the rights of any third party, including with respect to any resulting liabilities, losses, damages and costs awarded by a court or included as part of a final settlement, as well as reasonable attorneys’ fees, in connection with the foregoing. Client’s obligations under this **Section 10.2** shall not apply to any claims to the extent based upon Gainsight’s use of the Client Content other than as expressly permitted under this Agreement.

10.3 Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified Party must: (a) promptly notify the indemnifying Party, in writing, of any Claim; (b) cooperate reasonably with indemnifying Party, at the indemnifying Party’s expense, in the defense and/or settlement thereof; and (c) allow the indemnifying Party to control the defense and/or settlement thereof (except that any settlement requiring the indemnified Party to admit liability or take or refrain from taking any action requires prior written consent of the indemnified Party, not to be unreasonably withheld, conditioned or delayed). The indemnified Party shall have the right to participate in any defense of a Claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying Party.

11. GOVERNMENT MATTERS.

11.1 Export Control. Notwithstanding anything herein to the contrary, Client may not provide to any person or export or re-export or allow the export or re-export of the Subscription Services or anything related thereto or any direct product thereof (collectively “**Controlled Subject Matter**”), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, Client acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “**Designated Nationals**”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Subscription Services is representation and warranty that the Users and End Users are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, the Software Services and Documentation are “commercial items” and according to DFARS section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFARS section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.2 Anti-Corruption. The Parties shall comply with all applicable laws and regulations relating to the prevention of corruption and bribery including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act 2010 (collectively, “**Anti-Corruption Laws**”), economic, trade, and financial sanctions laws and regulations, including economic and trade sanctions administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control and the Department of State

("Sanctions") . Neither Party nor any of its officers or directors, employees, or any agents or other representatives acting on its behalf has been or is (i) designated on any Sanctions- or export- related list of restricted or blocked persons, (ii) located in, organized under the laws of, or resident in any country or territory that is itself the subject of any Sanctions, (iii) greater than 50% owned or controlled by any Person(s) described in clauses (i) or (ii).

12. MISCELLANEOUS.

12.1 Entire Agreement. Both Parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. If Client issues a purchase order prior to paying any amounts due under an Ordering Document, it must be for the full Subscription Term of the applicable Ordering Document. Any terms and conditions in any such purchase order that are in addition to, or conflict with, the terms and conditions set forth in this Agreement shall be null and void.

12.2 Independent Parties/Third Party Beneficiaries. Client and Gainsight are independent parties. Nothing in this Agreement will be construed to make either Party an agent, employee, franchisee, joint venturer or legal representative of the other Party. Neither Party will either have, or represent itself to have, any authority to bind the other Party or act on its behalf. Nothing in this Agreement is intended or shall be construed as a third party beneficiary agreement, nor shall this Agreement confer, convey or be deemed to accord any rights to any third party.

12.3 Assignment. Neither Party may assign or otherwise transfer this Agreement or any of its rights hereunder without the other Party's prior written approval, which will not be unreasonably withheld, conditioned or delayed, provided, however, that each Party may assign this Agreement, in its entirety and upon written notice to the other Party, to an affiliate or in connection with a merger, acquisition or sale of all, substantially all of the assigning party's assets or similar organizational transaction. Any assignment or attempt to do so other than as provided in this **Section 12.3** will be void.

12.4 Notices. Any notice under or in connection with this Agreement shall be in writing and shall be sent via e-mail to Client's contact identified on the applicable Ordering Document and to legalnotice@gainsight.com. If no Client contact is identified on an Ordering Document, Client may subsequently provide such information by written notice to Gainsight, and Gainsight may, prior to receipt of such information utilize any reasonable notification information to provide notice to Client.

12.5 Waiver, Amendments or Other Modification. A Party's waiver of a breach or default by the other Party of any provision of this Agreement shall not be construed as a waiver of any succeeding breach or default by the other Party, nor shall a Party's failure to exercise or enforce any right or provision of this Agreement be deemed to be a waiver of such right or provision. Except as otherwise provided herein, any waiver, amendment or other modification of this Agreement will not be effective unless in a writing executed by the Parties. The Parties agree that signatures delivered electronically or by scanned .pdf format (or equivalent) file via e-mail, shall comply with the requirements of this **Section 12.5**. In the event of a conflict of terms between these Terms and Conditions and any Ordering Document, the terms and conditions of the Ordering Document shall prevail.

12.6 Governing Law and Venue. This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court sitting in San Mateo County, California, and each Party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees.

12.7 Severability. If any provision of this Agreement is held to be invalid, it shall either be: (a) reformed only to the extent necessary to make it enforceable, and such holding shall not affect the enforceability: (i) of such provision under other circumstances; or (ii) of the remaining provisions hereof under all circumstances; or (b) if such reformation is not possible, severed from this Agreement and the remainder of this Agreement shall continue in full force and effect.

12.8 Cumulative Remedies. Except as expressly provided to the contrary herein, all remedies set forth in this Agreement are cumulative and not exclusive of any other remedies at law or in equity, statutory or otherwise.

12.9 Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is directly due to causes beyond its reasonable control, such as natural catastrophes, acts of terrorism or war, or governmental acts or omissions, laws or regulations (each, a "**Force Majeure Event**").

12.10 Client List. Gainsight may use Client's logo and name in a list of Gainsight's clients, subject to Client's associated use guidelines if provided. Client shall retain all intellectual property rights in and to such logo.

12.11 Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, **Sections 3, 5.5, 5.6, 6, 7, 9, 10 and 12.**

EXHIBIT A
SERVICE LEVEL AGREEMENT (SLA)

1. DEFINITIONS.

“Actual Uptime” means the measurement of time that a Subscription Service is actually Available during the calendar month. Such measurement will be calculated by subtracting Downtime from the Scheduled Uptime. Reports on Actual Uptime for each of Gainsight’s Subscription Services are maintained at <https://status.gainsight.com/> or, in the case of the Staircase by Gainsight Subscription Services, at <https://status.staircase.ai/>.

“Available” (or **“Availability”**) means that a Subscription Service is available and responding to data requests.

“Credits” means the number of days that will be added to the Subscription Term for the relevant Subscription Services in the event Gainsight does not meet the Availability Service Levels set forth in this **Exhibit A**.

“Downtime” means the time that a Subscription Service is not Available during the calendar month.

“Excused Downtime” means Downtime caused by any of the following:

- (a) Scheduled Maintenance and Unscheduled Maintenance;
- (b) any Force Majeure Event;
- (c) Client’s telecommunications or Internet service provider failures or the acts or omissions of any third party not within Gainsight’s reasonable control, and security attacks;
- (d) Client’s use of the Subscription Services in violation of law of this Agreement; or
- (e) Client exceeding its Usage Rights.

“Scheduled Maintenance” means any planned deployment of major releases once a month and if needed additionally for the latest security patches, applying network/infrastructure changes for improvement of a Subscription Service.

“Scheduled Uptime” means the total number of minutes in the applicable calendar month.

“Unscheduled Maintenance” means any maintenance required for unforeseen events beyond Gainsight’s reasonable control and in the categories such as critical security patches. Gainsight will use commercially reasonable efforts to provide Client with notice of any Unscheduled Maintenance as soon as practicable given the circumstances for the Unscheduled Maintenance.

2. NOTICE OF MAINTENANCE.

Gainsight shall provide at least 48 hours’ advance notice of all Scheduled Maintenance at <https://status.gainsight.com/> or, in the case of the Staircase by Gainsight Subscription Services, at <https://status.staircase.ai/>. Scheduled Maintenance windows are between 3:00 a.m. to 7:00 a.m. (Coordinated Universal Time) or as otherwise provided in the advance notice, with a maximum of six hours of Scheduled Maintenance per month.

3. AVAILABILITY SERVICE LEVEL.

Gainsight shall use commercially reasonable efforts to provide Availability of not less than 99.9% (the “**Availability Service Level**”) during each calendar month. Availability for each calendar month shall be calculated as follows:

$$\frac{\textit{Actual Uptime} + \textit{Excused Downtime}}{\textit{Scheduled Uptime}} \times 100$$

If a Subscription Service fails to achieve the Availability Service Level during any calendar month, Client’s exclusive remedy shall be for Client to request, and Gainsight to provide, Credits to Client’s account in accordance with the table below. In no circumstance shall a failure to achieve the Availability Service Level be deemed a default under the Agreement. To request a Credit, Client must notify Gainsight within 30 days of the end of the calendar month in which the Availability falls below the thresholds set forth in the table below.

Application Availability	Credits
≥ 99.00 but < 99.90 % in one calendar month	Extension of the Subscription Term for the affected Subscription Services by 3 days
≥ 97.00 but < 98.99% in one calendar month	Extension of the Subscription Term for the affected Subscription Services by 7 days
< 97.00% in one calendar month	Extension of the Subscription Term for the affected Subscription Services by 15 days

4. TERMINATION RIGHTS.

In addition to the Credits issued pursuant to **Section 2** above, if Availability falls below 98% for three consecutive calendar months, Client shall have the right to terminate the Agreement with respect to the affected Subscription Services, provided, such right must be exercised within 30 days of the end of such three-month period or Client shall be deemed to have waived its termination right with respect to that particular three-month period. Upon effective termination, Gainsight shall refund to Client any prepaid Fees covering the remainder of the Subscription Term for the applicable Subscription Services after the effective date of such termination.

5. STAIRCASE BY GAINSIGHT SUPPORT

Support Channels:

- Email: support@staircase.ai

Support Limitations:

- Issues resulting from Client use of APIs or Client modifications to code in the Staircase Subscription Service may be outside the scope of support.
- Gainsight does not provide support for integrations that are not recommended in the Documentation.

6. CC, CE, CS AND PX SUPPORT TARGETS.

Standard Support

<u>Priority</u>	<u>Initial Response Time</u>	<u>Updates from Support</u>	<u>Resolution</u>
Urgent	1 hour (12x5)	Every 8 business hours	Access to Subscription Services is restored
High	8 hours (12x5)	Once per business day	Critical function is restored or workaround is given
Normal	24 hours (12x5)	Upon status change	Instruction or workaround is given
Low	48 hours (12x5)	Upon status change	Question is answered

Support Channels:

- Online Support Portal Ticket Submission: <https://support.gainsight.com>
 - Hours: Monday 1:30 a.m. GMT to Saturday 1:30 a.m. GMT
- Live Chat:
 - through Friday 8am - 6pm CST
 - Note: Live chat is only available for the Customer Success (CS) Subscription Service.
- Email: cesupport@gainsight.com
 - Note: Email is only available for the Customer Education (CE) Subscription Service.

Premier Support

<u>Priority</u>	<u>Initial Response Time</u>	<u>Updates from Support</u>	<u>Resolution</u>
Urgent	1 hour (24x5)	Every 4 business hours	Access to Subscription Services is restored
High	4 hours (24x5)	Every 12 business hours	Critical function is restored or workaround is given
Normal	12 hours (24x5)	Once per business day	Instruction or workaround is given
Low	24 hours (24x5)	Upon status change	Question is answered

Support Channels:

- Online Support Portal Ticket Submission: <https://support.gainsight.com>
 - Hours: Monday 1:30 a.m. GMT to Saturday 1:30 a.m. GMT
- Live Chat:
 - Monday through Friday 8am - 6pm CST

- Note: Live chat is only available for the Customer Success (CS) Subscription Service.
- Email: cesupport@gainsight.com
 - Note: Email is only available for the Customer Education (CE) Subscription Service.

Elite Support

<u>Priority</u>	<u>Initial Response Time</u>	<u>Updates from Support</u>	<u>Resolution</u>
Urgent	1 hour (24x7)	Every 4 business hours	Access to Subscription Services is restored
High	2 hours (24x5)	Every 12 business hours	Critical function is restored or workaround is given
Normal	6 hours (24x5)	Once per business day	Instruction or workaround is given
Low	12 hours (24x5)	Once per business day	Question is answered

Support Channels:

- Online Support Portal Ticket Submission: <https://support.gainsight.com>
 - Hours: Monday 1:30 a.m. GMT to Saturday 1:30 a.m. GMT
 - Hours: 24x7 for urgent items
- Live Chat:
 - Monday through Friday 8am - 6pm CST
 - Note: Live chat is only available for the Customer Success (CS) Subscription Service.
- Email: cesupport@gainsight.com
 - Note: Email is only available for the Customer Education (CE) Subscription Service.

Note: Response times are measured from when Client notifies Gainsight’s Support Team, through the online support portal, about a performance problem with the Subscription Services. Client must have a ticket number for a claim under this SLA to be valid.

Priority Level Definitions:

- **Urgent:** Subscription Services/Feature Unavailable – Complete loss of Subscription Services or a significant feature is unavailable and no workaround exists.
- **High:** Critical Function Issue – Degraded Subscription Service that substantially impairs the use of one or more features of the application required to perform necessary business functions but does not effectively render the application unusable as a whole.
- **Normal:** Low Impact Issue – Subscription Service is impaired but the reported error or issue has a reasonable workaround and does not pose a serious business impact.
- **Low:** General questions about existing documentation, training or use of the Subscription Services.

Management Escalation

The table below displays the escalation procedures:

Priority	Management Escalation
Urgent	Immediate
High	1 Business Day

EXHIBIT B
DATA PROCESSING ADDENDUM (DPA)

This Data Processing Addendum (this “**DPA**”) forms part of and is subject to the Gainsight Terms and Conditions or other written subscription agreement (together with all Order Forms and attachments thereto, the “**Agreement**”) between Gainsight, Inc. (“**Gainsight**”) and the contracting party identified as the “**Client**” in the Agreement and this DPA (each a “**Party**”, together the “**Parties**”). Capitalized terms used herein and not otherwise defined shall have the meaning set forth for such term in the Agreement. This DPA applies where and to the extent that Gainsight Processes Client Data (each as defined below) on behalf of Client when providing the Services under the Agreement.

By executing this DPA, Client enters into this DPA (including the Standard Contractual Clauses and UK Addendum referenced herein, if applicable) on behalf of itself and, to the extent required under Data Protection Law, in the name and on behalf of its Permitted Affiliates. For the purposes of this DPA only, and except where otherwise indicated, the term “Client” shall include Client and such Permitted Affiliates.

Notwithstanding anything in the Agreement to the contrary, notices to be delivered under this DPA shall be directed to the following (provided that, if Client does not include a contact in the box below, Client confirms that Gainsight shall forward any notices hereunder to the contact information identified on the applicable Order Form):

IF TO GAINSIGHT: security@gainsight.com; privacy@gainsight.com

IF TO CLIENT: _____

The Parties agree as follows:

1. **DEFINITIONS.**

“**Client Data**” means any Client Content that is Personal Data that Gainsight Processes as a Processor on behalf of Client in the course of providing the Services, as more particularly described in **Annex A**.

“**Controller**” means an entity that alone or jointly with others determines the purposes and means of Processing of Personal Data. For purposes of this DPA, a Controller includes a “business” as such term is defined by the CCPA, or a similar designation under Data Protection Law.

“**Data Protection Law**” means all data protection and privacy laws and regulations applicable to a party's Processing of Client Data including, where applicable, European Data Protection Law and US Data Protection Law.

“**Europe**” means, for the purposes of this DPA, the Member States of the European Union, plus Iceland, Liechtenstein, Norway, Switzerland and the United Kingdom.

“**European Data Protection Law**” means all data protection and privacy laws and regulations enacted in Europe, including: (a) EU Regulation 2016/679 (General Data Protection Regulation) (“**EU GDPR**”); (b) the EU e-Privacy Directive (Directive 2002/58/EC), (c) all national data protection laws made under or pursuant to (a) and (b); (d) the Swiss Federal Data Protection Act of 19 June 1992 and its implementing regulations (“**Swiss DPA**”); and (d) in respect of the United Kingdom, the Data Protection Act 2018 and the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (“**UK GDPR**”), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other laws in force in the UK applicable to the Processing

of Personal Data (together, "**UK Data Protection Law**"); in each case, as may be amended, superseded or replaced from time to time.

"**Permitted Affiliate**" means any Affiliate of Client which: (i) is subject to Data Protection Law and the Controller with respect to the Personal Data; and (ii) is permitted to use the Services pursuant to the Agreement, but has not signed its own Order Form and/or Agreement with Gainsight and is not a "Client" as defined under the Agreement.

"**Personal Data**" means any information which is protected as "personal data", "personal information" or "personally identifiable information" under Data Protection Law.

"**Process**," "**Processes**," "**Processing**," "**Processed**" means any operation or set of operations which is performed on 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, destruction, or creating information from, Personal Data.

"**Processor**" means an entity that Processes Personal Data on behalf, and in accordance with the instructions, of a Controller. For purposes of this DPA, a Processor includes a "service provider" as such term is defined by the CCPA, or any similar or analogous designation under Data Protection Law.

"**Restricted Transfer**" means a transfer (directly or via onward transfer) of Personal Data that is subject to Data Protection Law to a country outside of Europe which is not subject to an adequacy determination by the European Commission, United Kingdom or Swiss authorities (as applicable).

"**Security Incident**" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Data transmitted, stored or otherwise Processed by Gainsight under this DPA. "Security Incident" shall not include unsuccessful attempts or activities that do not compromise the security of Client Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

"**Standard Contractual Clauses**" or "**EU SCCs**" means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

"**Sub-processor**" means any third party that has access to Client Data and which is engaged by Gainsight to assist in fulfilling its obligations with respect to providing the Services under the Agreement, solely when acting in its capacity as such. Sub-processors may include Gainsight's Affiliates but shall exclude Gainsight employees, contractors and consultants.

"**Supervisory Authority**" means any regulatory, supervisory, governmental, state agency, Attorney General or other competent authority with jurisdiction or oversight over compliance with Data Protection Law.

"**UK Addendum**" means the International Data Transfer Addendum to the EU SCCs (version B1.0) issued by Information Commissioners Office under s.119(A) of the UK Data Protection Act 2018, as it is revised under Section 18 therein; as may be amended, superseded or replaced from time to time.

"**US Data Protection Law**" means all applicable privacy laws and regulations in the United States, including (i) the California Consumer Privacy Act, as amended by the California Privacy

Rights Act, as well as any regulations and guidance that may be issued thereunder ("**CCPA**"); (ii) the Virginia Consumer Data Protection Act ("**CDPA**"); (iii) the Colorado Privacy Act ("**CPA**"); (iv) the Connecticut Data Privacy Act ("**CTDPA**"); and (v) the Utah Consumer Privacy Act ("**UCPA**"); in each case as may be amended or superseded from time to time.

2. SCOPE OF THIS DPA.

This DPA applies where and only to the extent that Client is the Controller of Client Data and Gainsight Processes Client Data only as a Processor on behalf of Client in the course of providing the Services pursuant to the Agreement.

3. PROCESSING OF CLIENT DATA.

3.1. **Business Purposes.** Gainsight shall Process Client Data in accordance with Client's documented lawful instructions and for the purposes described in **Annex A** (the "**Business Purposes**"), unless obligated to do otherwise by applicable law. In such case, Gainsight shall inform Client of such legal requirement before Processing, unless legally prohibited from doing so.

3.2. **Processing Instructions.** The Parties agree that the Agreement (including this DPA), and Client's use of the Services in accordance with the Agreement, set out Client's Processing instructions. Client shall ensure its instructions are lawful and that the Processing of Client Data in accordance with such instructions will not violate Data Protection Laws. Gainsight shall notify Client in writing, unless prohibited from doing so under Data Protection Law, if it becomes aware or believes that any Processing instructions from Client violate Data Protection Law.

3.3. **Client Responsibilities.** Client is responsible for the accuracy, quality and legality of Client Data and for determining whether the Services are appropriate for the storage and Processing of Client Data under Data Protection Law. Client further agrees that: (a) it will comply with its obligations under Data Protection Law regarding its use of the Services and the Processing of Client Data; (b) it has provided notice and obtained all consents, permissions and rights necessary for Gainsight and its Sub-processors to lawfully Process Client Data for the purposes contemplated by the Agreement (including this DPA); (c) it is responsible for reviewing the information made available by Gainsight relating to data security and making an independent determination as to whether the Services meet Client's requirements and legal obligations under Data Protection Law; (d) it is responsible for its secure use of the Services, including taking the actions set forth in Section 4.1 of the Agreement, and (e) it will notify Gainsight if it is unable to comply with its obligations under Data Protection Law or its instructions will cause Gainsight or its Sub-processors to be in breach of Data Protection Law.

3.4. **Sale or Sharing of Client Data Prohibited.** For the purposes of US Data Protection Law (to the extent applicable), Gainsight shall not (a) sell Client Data, as the term "sell" is defined by US Data Protection Law, (b) share Client Data, as the term "share" is defined by US Data Protection Law, (c) disclose or transfer Client Data to a Sub-processor or any other parties that would constitute "selling" or "sharing" as the term is defined by US Data Protection Law, (d) unless otherwise permitted by US Data Protection Law, retain, use, disclose, or otherwise Process the Client Data for any purposes other than the Business Purposes, and (e) use Client Data outside the direct relationship between Client and Gainsight or combine Client Data received with Personal Data that Gainsight receives from other sources or that it collects from its own interaction with the individual or consumer, except as otherwise permitted under the Agreement, this DPA or Data Protection Law. To the extent required under US Data Protection Law, Client has the right, upon notice, to take reasonable and appropriate steps to ensure that Gainsight Processes Client Data in a manner that is consistent with a Controller's obligations under US Data Protection Law.

3.5. **Gainsight Personnel; Confidentiality.** Gainsight shall ensure that its personnel authorized to Process Client Data is subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. **SUB-PROCESSORS.**

4.1. **General Authorization.** Client provides a general authorization for Gainsight to engage Sub-processors in order to provide the Services. The Sub-processors currently engaged by Gainsight are listed at <https://www.gainsight.com/policy/sub-processors/>. Gainsight will restrict Sub-processors' access to Client Data to what is necessary to assist Gainsight in providing or maintaining the Services and will remain responsible for any acts or omissions of Sub-processors to the extent they cause Gainsight to breach its obligations under this DPA.

4.2. **Sub-processor Obligations.** Gainsight shall enter into a written agreement with each Sub-processor imposing data protection obligations no less protective of Client Data as required by this DPA (to the extent applicable, considering the nature of the services provided by the Sub-processor). Gainsight will remain responsible for any acts or omissions of its Sub-processors that cause Gainsight to breach any of its obligations under this DPA.

4.3. **Changes to Sub-processors.** Gainsight will provide ten days' prior notice to Client (via email to the Client contact listed on the first page of this DPA) if it intends to make any changes to its Sub-processors. Client may object in writing to Gainsight's appointment of a new Sub-processor on reasonable grounds relating to data protection (e.g., if making Client Data available to the Sub-processor would violate European Data Protection Law or weaken the protections for Client Data) by notifying Gainsight in writing within five days of receiving notification from Gainsight. In such event, the Parties shall discuss Client's concerns in good faith with a view to achieving a mutually acceptable resolution. If the Parties cannot reach a mutually acceptable resolution, Gainsight shall, at its sole discretion, either not appoint the Sub-processor, or permit Client to suspend or terminate the affected Services in accordance with the Agreement without liability to either Party (but without prejudice to any fees incurred by Client prior to suspension or termination). In the event of a termination pursuant to this section Gainsight shall refund to Client any prepaid fees covering the remainder of the Subscription Term following the date of such termination.

5. **SECURITY.**

5.1. **Security Measures.** Gainsight shall implement and maintain appropriate and reasonable technical and organizational security measures designed to protect Client Data from Security Incidents and preserve the security and confidentiality of Client Data. Such measures shall include, at a minimum, those measures described in **Annex B ("Security Measures")**. Client acknowledges that the Security Measures are subject to technical progress and development and that Gainsight may update or modify the Security Measures from time to time, provided that such updates and modifications do not degrade or diminish the overall security of the Services.

5.2. **Access and Confidentiality.** Gainsight restricts its personnel from Processing Client Data without authorization and shall ensure that any person who is authorized by Gainsight to Process Client Data is under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

5.3. **Security Incidents.** Upon becoming aware of a Security Incident, Gainsight shall notify Client without undue delay and, where feasible, within 48 hours. Gainsight shall provide Client with timely information relating to the Security Incident as it becomes known or is reasonably requested by Client to fulfil its obligations under Data Protection Law. Gainsight will also take reasonable steps to contain, investigate, and mitigate any Security Incident.

6. AUDITS.

- 6.1. **Security Reports.** Upon Client's written request to security@gainsight.com, Gainsight will provide Client with a summary copy of its then-current SOC 2 Type II or ISO 27001 report (the "**Security Report**"), as applicable. Gainsight shall also provide written responses to all reasonable requests made by Client for information relating to Gainsight's Processing of Client Data that are submitted to security@gainsight.com, including responses to information and security audit questionnaires submitted to it by Client and that are necessary to confirm Gainsight's compliance with this DPA, provided that Client shall not exercise this right more than once per calendar year unless Client is expressly requested or required to provide this information to a Supervisory Authority.
- 6.2. **Client Audits.** Following a Security Incident or where a Supervisory Authority requires it, Client may provide Gainsight with 30 days' prior written notice requesting that a third-party conduct an audit of Gainsight's documents and electronic data relating to the Processing of Client Data under the Agreement, provided that: (a) the audit shall be conducted at Client's expense; (b) the Parties shall mutually agree upon the scope, timing and duration of the audit; and (c) the audit shall not unreasonably impact Gainsight's regular operations. Client acknowledges that any Security Report, written responses to questionnaires, information disclosed to or accessed by Client or its representative as part of an audit, and audit reports shall be Gainsight's Confidential Information subject to the confidentiality provisions of the Agreement. Nothing herein shall be construed to require Gainsight to provide: (i) trade secrets or any proprietary information; (ii) any information that would violate Gainsight's confidentiality obligations, contractual obligations, or applicable law; or (iii) any information, the disclosure of which could threaten, compromise, or otherwise put at risk the security, confidentiality, or integrity of Gainsight's infrastructure, networks, systems, or data.

7. INTERNATIONAL TRANSFERS.

1. **Processing Locations.** Client acknowledges and agrees that Gainsight may transfer and Process Personal Data to and within the United States and the other locations in which Gainsight, its Affiliates or its Sub-processors maintain data processing operations as more particularly described on the Sub-Processor Site. Gainsight shall ensure that such transfers comply with Data Protection Law and this DPA.
2. **Data Transfer Mechanism.** To the extent Gainsight is a recipient of and Processes Client Data protected by European Data Protection Law in a country that does not provide an adequate level of protection for Personal Data (within the meaning of applicable European Data Protection Law), the Parties agree to the following:
 - (a) **EU Transfers.** In relation to Restricted Transfers of Client Data protected by the EU GDPR, the Client acknowledges that Client is a Controller or a Processor acting on behalf of a third-party Controller; accordingly the EU SCCs shall apply to such transfers and shall be deemed executed by the Parties and incorporated into and form part of this DPA, completed as follows:
 - (i) Module Two (Controller to Processor transfers) of the EU SCCs shall apply;
 - (ii) in Clause 7, the optional docking clause will apply;
 - (iii) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-processor changes shall be as set out in Section 4.3 of this DPA;
 - (iv) in Clause 11, the optional language will not apply;

- (v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
 - (vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland;
 - (vii) Annex I of the EU SCCs shall be deemed completed with the information set out in **Annex A** to this DPA; and
 - (viii) Subject to Section 5.1 of this DPA, Annex II of the EU SCCs shall be deemed completed with the information set out in **Annex B** to this DPA.
- (b) **UK Transfers.** In relation to Restricted Transfers of Client Data protected by UK Data Protection Law, the EU SCCs will apply to such transfers in accordance with paragraph (a) above with the following modifications:
- (i) The EU SCCs shall be deemed amended as specified by the UK Addendum, which shall be deemed executed by the Parties and incorporated into and form part of this DPA;
 - (ii) Any conflict between the terms of the EU SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum;
 - (iii) For the purposes of the UK Addendum, Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed using the information contained in the Annexes of this DPA; and
 - (iv) Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party".
- (c) **Swiss Transfers.** In relation to Restricted Transfers of Client Data protected by the Swiss DPA, the EU SCCs will also apply in accordance with paragraph (a) above with the following modifications:
- (i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA;
 - (ii) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA;
 - (iii) references to "EU", "Union", "Member State" and "Member State law" shall be replaced with references to "Switzerland", or "Swiss law";
 - (iv) the term "member state" shall not be interpreted in such a way as to exclude individuals in Switzerland from the possibility of suing for their rights in their place of habitual residence (i.e., Switzerland);
 - (v) Clause 13(a) and Part C of Annex I are not used and the "competent supervisory authority" is the Swiss Federal Data Protection Information Commissioner;
 - (vi) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Swiss Federal Data Protection Information Commissioner" and "applicable courts of Switzerland";
 - (vii) in Clause 17, the EU SCCs shall be governed by the laws of Switzerland; and
 - (viii) Clause 18(b) shall state that disputes shall be resolved before the applicable courts of Switzerland.

(d) It is not the intention of either Party to contradict or restrict any of the provisions set forth in the EU SCCs or the UK Addendum and, accordingly, if and to the extent any provision of the Agreement (including this DPA) conflict with the EU SCCs or UK Addendum, the EU SCCs or UK Addendum shall prevail.

3. **Alternative Transfer Arrangements.** So long as Gainsight remains a certified participant in the EU-U.S. Data Privacy Framework (the “**EU-U.S. DPF**”) or adopts any other alternative data export mechanism (including any successor to the EU-U.S. DPF or any new version of or successor to the Standard Contractual Clauses adopted pursuant to applicable European Data Protection Law) for the transfer of Personal Data not described in this DPA (together with the EU-U.S. DPF, an “**Alternative Transfer Mechanism**”), the Alternative Transfer Mechanism shall apply instead of any applicable transfer mechanism described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with European Data Protection Law and extends to the territories to which Client Data is transferred) and the Parties agree to execute such other and further documents and take such other and further actions as may be reasonably necessary to give legal effect such Alternative Transfer Mechanism.

8. **DELETION OF CLIENT DATA.**

Upon termination or expiry of the Agreement, at Client's written request Gainsight shall delete all Client Data Processed by Gainsight as a Processor (including copies) in its possession or control in accordance with the terms of the Agreement. This requirement shall not apply to the extent Gainsight is required by applicable law to retain some or all of the Client Data, or to Client Data archived on back-up systems, which data Gainsight shall securely isolate and protect from any further Processing (to the extent permitted by applicable law) and delete in accordance with its internal and regular schedule back-up data purge schedule. The Parties agree that the certification of deletion that is described in Clause 8.5 and 16(d) of the EU SCCs shall be provided by Gainsight to Client upon Client's written request.

9. **COOPERATION**

9.1. **Data Subject Requests.** To the extent that Client is unable to independently access, delete or retrieve the relevant Client Data within the Services, Gainsight shall, taking into account the nature of the Processing, provide reasonable cooperation to assist Client in responding to any requests from individuals relating to the Processing of Client Data under the Agreement. In the event that any such request is made to Gainsight directly, Gainsight shall promptly notify Client and shall not respond to the request directly (except to refer the individual to Client) without Client's prior authorization, unless legally compelled to do so. For the purposes of clause 15(1)(a) of the EU SCCs, Gainsight shall only notify Client and not the individual(s) in case of government access requests. Client shall be solely responsible for promptly notifying the individual as necessary.

9.2. **General Cooperation.** To the extent Gainsight is required under Data Protection Law and/or Client does not already have access to the relevant information, Gainsight shall provide reasonably requested information regarding Gainsight's Processing of Client Data under the Agreement to enable Client to (i) carry out data protection impact assessments, risk assessments, cybersecurity audits or similar required under Data Protection Law, and (ii) respond to queries, inquiries, complaints or to conduct prior consultations with Supervisory Authorities over compliance with Data Protection Law. Each Party will reasonably cooperate with the other in any activities contemplated by this DPA and to enable each Party to comply with its respective obligations under Data Protection Law.

10. LIMITATION OF LIABILITY.

Any claim or remedy Client or its Affiliates may have against Gainsight, its employees, agents and Sub-processors, arising under or in connection with this DPA (including the EU SCCs and UK Addendum), whether in contract, tort (including negligence) or under any other theory of liability, shall to the maximum extent permitted by law be subject to the limitations and exclusions of liability in the Agreement. Accordingly, any reference in the Agreement to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under and in connection with the Agreement and this DPA together.

11. MISCELLANEOUS.

11.1. **Execution in Counterparts.** This DPA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

11.2. **Permitted Disclosures.** Each Party acknowledges that the other Party may disclose this DPA (including the EU SCCs and UK Addendum) and any privacy related provisions in the Agreement to any European or US judicial or regulatory body upon their request.

11.3. **Conflict with Agreement.** Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

11.4. **Permitted Modifications.** The Parties agree to use reasonable efforts to modify this DPA if such modification is required to comply with Data Protection Law.

11.5. **Severability.** The provisions of this DPA are severable. If any phrase, clause or provision or Annex (including the EU SCCs and UK Addendum) is invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such phrase, clause or provision, and the rest of this DPA or the remainder of the Agreement, which shall remain in full force and effect.

11.6. **Governing Law and Venue.** This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Law or the EU SCCs or UK Addendum.

IN WITNESS WHEREOF, the Parties have caused this DPA to be executed by their authorized representative and this DPA shall be effective on the date last executed below:

Client Name: Gainsight, Inc.

By: Name: Title: Date: By: Name: Title: Date:

ANNEX A

DESCRIPTION OF THE PROCESSING ACTIVITIES/TRANSFER

(A) List of Parties:

Data Exporter:

Name: {{Client Name}} ("*Client*")

Address: {{Client Address}}

Contact person's name, position and contact details: {{DPA Contact Name}}, {{DPA Contact Position}}, {{Client Security/Privacy Email Address}}

Activities relevant to the transfer: See (B) below

Role: Controller

Data Importer:

Name: Gainsight, Inc. ("*Gainsight*")

Address: 350 Bay Street, Suite 100, San Francisco, CA 94133, U.S.A.

Contact Person's name, position and contact details: Dave Swarthout, SVP, General Counsel (Data Protection Officer), privacy@gainsight.com

Activities relevant to the transfer: See (B) below

Role: Processor

(B) Description of Processing/Transfer

The personal data transferred concern the following categories of data subjects:

Client may provide Personal Data in connection with the Services (including by uploading Personal Data to the Subscription Services), the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Client (who are natural persons).
- Employees or contact persons of Client's prospects, customers, business partners and vendors, including End Users.
- Client's employees, agents, advisors, contractors and other personnel (who are natural persons).

The transfer is made for the following purposes:

Processing (a) to perform any steps necessary for the performance of the Agreement; (b) to provide the Services in accordance with the Agreement; (c) initiated by Users and End Users in their use of the Subscription Services; (d) to comply with other reasonable instructions provided by Client that are consistent with the terms of the Agreement and this DPA; and (e) to comply with any legal obligations under applicable law, including Data Protection Law.

The personal data transferred concern the following categories of data:

The types of Personal Data Processed by Gainsight are determined and controlled by Client in its sole discretion and may include, but are not limited to, the following categories of Personal Data:

- User ID

- Username (Nickname)
- Single Sign-On (SSO) Identifier
- Avatar (picture) (Optional)
- Profile Fields (Optional) – actual fields are chosen by Client and may include gender
- IP Address
- Geographic Location
- Contact data (name, title, address, phone number, email address)
- Professional data (employer, position, title)
- Usage data for Client’s products

Frequency of the transfer:

Continuous

The Personal Data transferred concern the following categories of special/sensitive Personal Data:

The types of Client Data Processed by Gainsight are determined and controlled by Client in its sole discretion. Under the terms of the Agreement, Client is prohibited from providing Gainsight with special categories of data.

Duration of processing:

The duration of the Processing under this DPA is until the termination of the Agreement in accordance with its terms plus the period from the expiry of the Agreement until deletion of Personal Data in accordance with the terms of the Agreement.

Nature and Subject Matter of the Processing:

Client Data transferred will be Processed in accordance with the Agreement (including this DPA) and may be subject to the following Processing activities: (i) storage and other Processing necessary to provide, maintain and improve the Services; and/or (ii) disclosures in accordance with the Agreement or this DPA and/or as compelled by applicable laws.

Retention period (or, if not possible to determine, the criteria used to determine that period):

The duration of the Agreement plus the period from the expiry of the Agreement until deletion of Personal Data in accordance with the terms of the Agreement.

(C): Competent supervisory authority

The competent supervisory authority, in accordance with Clause 13 of the EU SCCs, must be (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or, (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter’s EU representative has been appointed pursuant to Article 27(1) of the GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located. With respect to Client Data regulated by the UK GDPR, the competent supervisory authority is the Information Commissioners Office (the “**ICO**”).

ANNEX B
TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

Technical and organizational security measures to be implemented by Gainsight (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 to the rights and freedoms of natural persons:

A. ANNUAL EVIDENCE OF COMPLIANCE

1. **Third Party Security Audit.** Gainsight shall continue to be annually audited against the SOC 2 Type II or ISO 27001 standard (the "**Security Standard**"). All such audits shall be conducted by an independent third-party auditor and at Gainsight's expense. The audit shall be completed by an independent third party. Upon Client's written request to security@gainsight.com, Gainsight will provide a copy of the resulting annual audit report (the "**Annual Security Report**"). Although the Annual Security Report provides an independently audited confirmation of Gainsight's security posture, the most common points of interest are further detailed below. Gainsight shall provide Client with this initial evidence of compliance within 30 days of written request and annually upon written request.
2. **Executive Summary of Web Application Penetration Test.** Gainsight shall continue to annually engage an independent, third party to perform a web application penetration test. Upon Client's written request to security@gainsight.com, Gainsight shall provide the executive summary of the report to Client. Gainsight shall address all vulnerabilities in the findings of the report within a reasonable, risk-based timeframe. Gainsight shall provide Client with this initial evidence of compliance within 30 days of written request and annually upon written request.

B. SECURITY

1. Process-Level Requirements.

- Gainsight shall implement user termination controls that include access removal/disablement promptly upon termination of staff.
- Documented change control process will be used to record and approve all major releases in Gainsight's environment for all Subscription Services.
- Gainsight shall have and maintain a patch management process to implement patches in a reasonable, risk-based timeframe.
- Gainsight shall provide, and ensure completion of, annual Security Awareness training to all employees.

2. Network Requirements.

- Gainsight shall use firewall(s), Security Groups/VPCs, or similar technology to protect servers storing Client Data.
- Gainsight shall ensure that vulnerability scans are completed at minimum quarterly using an industry standard vulnerability scanning tool. All cloud hosted systems shall be scanned, where applicable and where approved by the cloud service provider. Findings shall be addressed within a reasonable, risk-based timeframe.

3. Hosting Requirements.

- Where Gainsight handles Client Data, servers shall be protected from unauthorized access with appropriate physical security mechanisms. These physical security mechanisms may be provided by data center partners such as, but not limited to, AWS, Salesforce, and Google.
- Two-factor or two-step authentication is required for any interface which
 - i. Allows access to stored Client Content,
 - ii. Only receives interactive logins, and
 - iii. Faces the open Internet (source traffic isn't restricted by source address).
- Gainsight will virtually segregate all Client Data in accordance with its established procedures. Client's instance of the Subscription Services may be on servers used by other non-Client instances.

4. APPLICATION-LEVEL REQUIREMENTS.

- Gainsight shall maintain documentation on overall application architecture, process flows, and security features for applications handling Client Data.
- Gainsight shall employ secure programming techniques and protocols in the development of applications handling Client Data.
- Gainsight shall employ scanning tools or other techniques to identify application vulnerabilities prior to all major releases.

5. DATA-LEVEL REQUIREMENTS.

- Encryption and hashing protocols used for Client Data in transit and at rest shall support NIST approved encryption standards (e.g. TLS 1.2 or higher).
- Gainsight shall ensure laptop disk encryption.
- Gainsight shall ensure that access to information and application system functions is restricted to authorized personnel only.
- Client Data stored on archive or backup systems shall be stored at the same level of security or better than the data stored on operating systems.
- Gainsight shall have a process in place to ensure that secure data is properly deleted.
- Data will be deleted within the post-termination time frame set forth in the Agreement. A 90-day window is designated to account for any backup data retention.

6. END USER COMPUTING LEVEL REQUIREMENTS.

- Gainsight shall employ an endpoint security solution for laptops used to handle Client Data.
- Gainsight will have a policy to prohibit the use of removable media (including flash drives, CDs and DVDs) for storing or carrying Client Data.

7. COMPLIANCE REQUIREMENTS.

- Gainsight shall adopt appropriate physical, technical and organizational security measures in accordance with industry standards, including but not limited to building access control and employee security awareness education.
- Gainsight will, when and to the extent legally permissible, perform criminal background verification checks on all of its employees that assist in the delivery of Services to Client prior to

obtaining access to Client Data. Such background checks shall be carried out in accordance with relevant laws, regulations, and ethics.

- Gainsight will maintain an Information Security Policy (ISP) that is reviewed and approved annually at the executive level.

8. SHARED RESPONSIBILITY.

The Subscription Services require a shared responsibility model. For example, Client must maintain controls over Client user accounts (such as disabling/removing access when a Client employee is terminated, establishing password requirements for Client users, etc.).

9. SPECIFIC MEASURES.

Measures of encryption of personal data

Gainsight has taken the following measures in the Services designed to convert clearly legible Client Data into ciphertext by means of a cryptographic process:

- Client Data transmitted via TLS can be encrypted with TLS 1.2 or stronger alternative supported.
- Client Data at rest is encrypted by default using AES256 or a stronger alternative.

A Note on Email: The Services may include inbound and outbound functionality over email. Although Gainsight makes efforts to encrypt data sent over email, such encryption of email cannot be guaranteed.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Confidentiality:

Gainsight has taken the following measures designed to ensure that Client Data is accessed only by authorized personnel and prevents the intrusion by unauthorized persons into Gainsight's systems and applications used for the Processing of Client Data:

- Multi/Two Factor Authentication and Encryption:
 - Two factor or two step authentication is required as described above.
 - All Client Data is subject to the encryption measures identified above.
- Security and Privacy Awareness Training:
 - All Gainsight personnel participate in annual Security and Privacy Awareness training.
- General:
 - Dev/Test environments are separate from production environments by design.
 - Gainsight maintains administrative controls which govern access under the principle of least privilege.
- Safeguards regarding system access:
 - Background screening of personnel.
 - Privileged access is not granted by default.

Integrity:

Gainsight has taken the following measures designed to ensure that Client Data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is

possible to check and establish whether and by whom Client Data has been input into Processing systems, modified or removed:

- All Client Data is subject to the encryption measures identified above.
- The Gainsight Security and Operations Teams have tools in place for audit trails, event notifications, and logs for application and cloud systems.

Availability and Resilience:

Gainsight has taken the following measures designed to ensure that Client Data is protected from accidental destruction or loss due to internal or external influences, and ensure the ability to withstand attacks or to quickly restore systems to working order after an attack):

- Alerting is set up for specified thresholds and a 24x7 NOC team monitors system availability and overall health.
- High availability clustering is used as appropriate to increase availability.
- The Gainsight Operations Team ensures routine backups are taken of production systems.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Gainsight has taken the following measures designed to ensure the possibility to quickly restore the Gainsight system or Client Data in the event of a physical or technical incident:

- Gainsight maintains an Incident Response Plan (IRP) that it updates from time to time as needed. The IRP includes procedures for handling and reporting incidents including detection and reaction to possible Security Incidents.
- The Gainsight Operations Team ensures routine backups of production systems are taken.
- Capacity management measures are taken to monitor resource consumption of systems as well as planning of future resource requirements.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Gainsight has taken the following measures designed to ensure the regular review and assessment of security measures:

- In addition to the measures identified in Section A (Annual Evidence of Compliance) above, Gainsight also manages a “bug bounty” program for all Subscription Services to allow security researchers to assist in identifying security vulnerabilities in such Subscription Services.

Measures for user identification and authorization

Gainsight has taken the following measures designed to validate and authenticate users:

- Gainsight maintains administrative controls which govern access under the principle of least privilege.
- Access to non-public Gainsight data or functionality requires authentication prior to access.
- Two factor or two step authentication is required as described above.

Measures for the protection of data during transmission

Gainsight has taken the following measures designed to ensure transmission control to ensure that Client Data cannot be read, copied, changed or deleted without authorization during its transfer and that Client Data can be monitored and determined to which recipients a transfer of Client Data is intended:

- Client Data is encrypted in transit as described above.

Measures for the protection of data during storage

Gainsight has taken the following control measures designed to ensure that Client Data cannot be read, copied, changed or deleted without authorization while stored on data media:

- Client Data is encrypted at rest as described above.
- Two factor or two step authentication is required as described above.

Measures for ensuring physical security of locations at which personal data are processed

Gainsight has taken the measures identified above regarding the physical security of Client Data.

Measures for ensuring events logging

Gainsight has taken the following measures designed to ensure the verifiability of event log files:

- Remote logging.
- Gainsight maintains administrative controls which govern access under the principle of least privilege.

Measures for ensuring system configuration, including default configuration

Gainsight has taken the following measures designed to ensure that all in-scope systems and devices are compliant with baseline configuration settings:

- Gainsight ensures that access to information and application system functions is restricted to authorized personnel only.
- Baseline configuration identification.

Measures for internal IT and IT security governance and management

- Gainsight has a dedicated and identified person to oversee its information security and compliance program.
- As noted in Section A.1 (Third Party Security Audit) above, Gainsight is annually audited by an independent third-party against the Security Standard.

Measures for certification/assurance of processes and products

As noted in Section A.1 (Third Party Security Audit) above, Gainsight is annually audited by an independent third-party against the Security Standard.

Measures for ensuring data minimization

Gainsight has taken the following measures designed to reduce the amount of data collected by the Subscription Services:

- Provide capabilities for Client to customize which data is collected by the Subscription Services.

Measures for ensuring data quality

Gainsight has taken the following measures designed to ensure that the data pipeline creates and sustains good data quality:

- Gainsight has established processes for data subjects to exercise their data protection rights (right to amend and update information).
- Gainsight's documentation clearly states the types of data Client is prohibited from transferring to Gainsight.

Measures for ensuring limited data retention

Gainsight has established processes designed to ensure that Client Data is deleted in accordance with the terms of the Agreement following the termination of the Agreement.

Measures for ensuring accountability

Gainsight has an appointed Data Protection Officer (DPO) who is responsible for overseeing Gainsight's compliance with its legal and contractual privacy-related obligations throughout the data lifecycle. The DPO performs data protection impact assessments for any new Processing initiative involving Client Data.

Measures for allowing data portability and ensuring erasure

Gainsight has established processes in relation to the exercise by users of their privacy rights (including without limitation, rights of data portability and erasure) in order for Gainsight to comply with the DPA.