

LIGHTSTEP PRIVACY ADDENDUM

This Lightstep Privacy Addendum (“**Lightstep Privacy Addendum**”) modifies the terms and conditions of the Agreement solely for use for the Lightstep Service during the Subscription Term. In the event of any inconsistency or conflict between this Lightstep Privacy Addendum and the Agreement or the Order Form, the terms and conditions of this Lightstep Privacy Addendum shall control with respect to the Lightstep Service. Unless otherwise specified below, all capitalized terms defined herein shall have the same meaning as set forth in the Agreement. This Lightstep Privacy Addendum only applies to the Lightstep Service and does not apply to other ServiceNow offerings specified on the Order Form (if any).

1. CATEGORIES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

Data Controller may submit Personal Data to the Lightstep Service as Customer Data, the extent of which is determined and controlled by Data Controller in its sole discretion and is further described in Appendix 1.

2. DATA CONTROLLER

2.1 **DATA SECURITY MEASURES.** Data Controller shall comply with all of its obligations under Data Protection Laws when Processing Personal Data. Data Controller hereby represents and warrants it has all necessary rights and a valid legal basis (as defined by applicable Data Protection Laws) to Process Personal Data.

2.2 **NOTICE AND CONSENT.** Data Controller shall provide adequate notices, and obtain the necessary permissions and consents to provide Customer Data to Data Processor for use and disclosure. If Data Controller records or monitors telephone calls, SMS messages, or other communications using the Lightstep Service, then Data Controller will: (i) comply with all applicable Laws in doing so, and (ii) provide all required notices and secure all required prior consents to record or monitor communications using the Lightstep Service. Data Controller acknowledges that these obligations are essential to Data Processor (and its Sub-Processor’s) ability to provide Data Controller with access to recording and monitoring features that are may be part of the Lightstep Service.

3. DATA PROCESSOR

3.1 **DATA PROCESSOR OBLIGATIONS.** Data Processor shall use commercially reasonable efforts to maintain the security and integrity of Customer Data in the Lightstep Service. Processor and its Sub-Processors may use Customer Data to detect, prevent, and investigate security incidents, fraud, spam, or unlawful use of the Lightstep Service and support the Lightstep Service by responding to Customer’s technical problems or queries. Data Processor shall only Process Personal Data in accordance with Data Controller’s Instructions and to the extent necessary for providing the Lightstep Service.

3.2 **DELETION OF PERSONAL DATA.** After termination or expiration of the Lightstep Addendum, Data Processor shall delete Customer Data, including Personal Data contained therein.

4. CUSTOMER MONITORING RIGHTS

Upon Data Controller’s request, Data Processor shall, no more than once per calendar year, make available for Data Controller’s review copies of certifications and reports demonstrating Data Processor’s compliance with data security standards as set forth in the Lightstep Security Addendum applicable to the Processing of Data Controller’s Personal Data. If Data Controller and Data Processor have entered into Standard Contractual Clauses (“**SCCs**”) as described in the Agreement, the parties agree the audits described in the SCCs will be carried out in accordance with this Section.

5. SUBPROCESSORS

As of the Effective Date, Data Processor engages, as applicable, the ServiceNow Sub-Processors posted at: <https://lightstep.com/subprocessors/> (collectively, “**Sub-Processors**”). Prior to Data Processor engaging a Sub-Processor, Data Processor shall notify Data Controller by email to Customer’s designated contact(s) or by notification within the Lightstep Service support portal (or other mechanism used to notify its general customer base).

6. OTHER TERMS

Except as provided in this Lightstep Privacy Addendum, any terms in the Agreement referring to Affiliate ordering, providing a commitment to maintain certifications such as NIST, ISO, SOC, SSAE standards, to provide encryption functionalities, rights to object to new Sub-Processors, or granting Customer or third party audit rights shall not apply to the Lightstep Service.

APPENDIX 1

DETAILS OF PROCESSING

Data Processor will Process Personal Data for the duration of the Subscription Term and in accordance with Section 2 (Data Processor) of this DPA.

Data Subjects

Data Controller may submit Personal Data to the Lightstep Service, the extent of which is solely determined by Data Controller, and may include Personal Data relating to the following categories of Data Subjects:

- employees and contractors;
- subcontractors and agents; and
- consultants and partners.

Categories of Personal Data

Data Controller may submit Personal Data to the Lightstep Service, the extent of which is solely determined by Data Controller, and may include the following categories:

- communication data (e.g. telephone, email); and
- business and personal contact details;

Special Categories of Personal Data

Data Controller may submit Special Categories of Personal Data to the Lightstep Service, the extent of which is solely determined by Data Controller in compliance with Data Protection Laws, and may include the following categories, if any:

- N/A.

Processing Operations

The personal data transferred is subject to the following basic processing activities:

All activities necessary for the performance of the Agreement.