

CONTROLLER DATA PROCESSING AGREEMENT

This Controller Data Processing Agreement (“**Controller DPA**”) amends and forms part of the Plume Channel Partner agreement (“**Agreement**”) made by and between Plume Design, Inc. (“**Plume**”) and [REDACTED] (“**Reseller**”). Each of Plume and Reseller is a “**Party**” and together the “**Parties**”.

1. **Definitions.** Capitalized terms used but not defined in this Controller DPA have the meanings given in this Section
 - “**Controller**” means the person or entity who or that that is responsible under applicable Data Protection Laws for the Processing of Personal Information and who or that determines, inter alia, the purposes and means of Processing Personal Information.
 - “**Data Protection Laws**” means applicable laws and binding requirements relating to privacy, protection, security, breach notification or Processing of Personal Information, each as amended, repealed, consolidated or replaced from time to time.
 - “**Data Subject**” means an identified or identifiable natural person to whom Personal Information relates (and an entity when an entity is treated similarly to a natural person under Data Protection Laws).
 - “**Data Subject Rights**” means rights available to Data Subjects under Data Protection Laws that are applicable to Personal Information Processed pursuant to the Agreement.
 - “**Personal Information**” means any information relating to an identified or identifiable natural person and as defined under Data Protection Laws Processed by or on behalf of a Party pursuant to the Agreement, including as described in [Appendix 1](#) (as updated in writing from time to time).
 - “**Personal Information Breach**” means any accidental or unlawful acquisition, destruction, loss, alteration or other Processing of or access to Personal Information.
 - “**Plume Personal Information**” means Personal Information provided by or on behalf of Plume to Reseller.
 - “**Process**” and “**Processing**” mean any operation or set of operations performed on Personal Information, whether or not by automated means.
 - “**Processor**” means an entity that Processes Personal Information for and on behalf of a Controller.
 - “**Restricted Transfer**” means a disclosure of Personal Information that is restricted by Data Protection Laws because the disclosure is made to a person or entity located in a jurisdiction which a competent government authority or Plume determines does not ensure the same or higher level of data protection as the jurisdiction from which the Personal Information originates.
 - “**Standard Contractual Clauses**” means the 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 pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

Any other capitalized term used but not defined in this Controller DPA has the meaning given in the Agreement.

2. **Scope and Applicability.**

- 2.1. **Relationship of the Parties.** Except as otherwise agreed in writing specifically referring to this Controller DPA, the Parties acknowledge that Plume is a Controller of Personal Information and that Reseller will Process Personal Information as a separate and independent Controller. In no event will the Parties Process Personal Information as joint Controllers. To the maximum extent permitted by applicable law, the parties agree to treat the terms of this Controller DPA as confidential information.
- 2.2. **Compliance with Data Protection Laws.** As separate and independent controllers, each Party understands and agrees that it is responsible for complying and will comply with Data Protection Laws in connection with its Processing of Personal Information in connection with the Agreement; *provided*, however, that Reseller will Process Plume Personal Information strictly in accordance with the terms of the Agreement and this Controller DPA and only as long as necessary in connection with performance of the Agreement or, if longer, to comply with applicable law. If Reseller Processes Personal Information in any manner not contemplated under the Agreement, Reseller will ensure that it provides notice and obtains consent to Data Subjects in compliance with Data Protection Laws, which notice states at least the purpose, means and legal basis for that Processing and other information required by Data Protection Laws. Notwithstanding any contrary provision of the Agreement, the obligations of Reseller under this Controller DPA will survive for as long as Reseller has access to Plume Personal Information, even if the Agreement is terminated.

3. **Security and Confidentiality.**

- 3.1. **Security.** Reseller will implement and maintain throughout the term of the Agreement, always in accordance with then-current good industry practice, technical and organizational measures to protect against a Personal Information Breach and any other unauthorized or unlawful Processing, including all measures listed in [Appendix 2](#).

- 3.2. **Confidentiality.** Reseller will ensure that each of its employees, consultants, advisers and agents processing Plume Personal Information: (a) has signed an appropriate confidentiality agreement or is otherwise bound to a duty of confidentiality or that a statutory obligation of confidentiality applies, and (b) is appropriately trained to handle and process Personal Information.
4. **Personal Information Breaches.**
- 4.1. **Compliance with Reporting Obligations.** If either Party becomes aware of a Personal Information Breach, each Party must notify the other Party without undue delay and in any event no later than twenty-four (24) hours after it becomes aware of the Personal Information Breach.
- 4.2. **Notification.** With respect to Plume Personal Information, Reseller will provide notification to Plume by sending an email to security@plume.com. Reseller's notification will include a detailed description of the Personal Information Breach, including the type of Personal Information, approximate number of Data Subjects and the categories and approximate number of Plume Personal Information records concerned and the likely consequences of the Personal Information Breach. Reseller will take all necessary action to minimize the effects of the Personal Information Breach and provide timely information and cooperation as Plume may reasonably request for Plume to fulfil its obligations under Data Protection Laws, including in respect of reporting to or informing Data Subjects, government authorities or other third parties of the Personal Information Breach.
5. **Investigations; Cooperation.** During the term of the Agreement, Reseller will (unless prohibited by applicable law) notify Plume of any request or complaint relating to Reseller's Processing of Plume Personal Information received from a government authority, Data Subject or other third party. Reseller will provide the notification to Plume within seventy-two (72) hours by sending an email to privacy@plume.com. Reseller also will provide Plume with reasonable and timely assistance for Plume to demonstrate compliance with Plume's obligations under Data Protection Laws.
6. **Restricted Transfers.** Reseller agrees to use commercially-reasonable efforts to ensure that it and each of its Processors comply with Data Protection Laws with respect to any Restricted Transfer, including when applicable completing Module One of the 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 pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
7. **Processing of Personal Information by Third Parties.** Reseller will notify Plume of all Processors that Process Plume Personal Information on behalf of Reseller and will ensure that each such Processor is subject to a written agreement that complies with the requirements of Data Protection Laws. Reseller is solely responsible for all acts and omissions of its Processors.
8. **General Provisions.** If a term of this Controller DPA and any term of the Agreement conflict, the terms of this Controller DPA will prevail with respect to the Processing of Personal Information, *provided*, however, that if a term of the Agreement is more protective of Plume Personal Information, that term prevails. The terms of this Controller DPA supersede and control over any conflicting term in a click-through or click-wrap terms that relate (in whole or in part) to the Processing of Plume Personal Information, whether provided by Reseller or another party. No amendment to this Controller DPA is effective unless it is in writing, identified as an amendment to this Controller DPA and signed by an authorized representative of each party to this Controller DPA. Each Plume affiliate is entitled to enforce this Controller DPA as if it was a signatory to this Controller DPA. Plume also may enforce the provisions of this Controller DPA on behalf of Plume affiliates (instead of each Plume affiliate separately bringing a cause of action against Reseller). Except as expressly set forth in this Section 8, the parties do not confer any right or remedy on any third party other than the parties to this Controller DPA and their respective successors and permitted assigns. Notwithstanding any contrary provision of the Agreement, the obligations of Reseller under this Controller DPA will survive for as long as Reseller has access to Plume Personal Information, even if all agreements between Reseller and Plume are expired or terminated. This Controller DPA (including all addenda, annexes and attachments incorporated herein) is the complete understanding of the parties in respect of Processing of Personal Information and supersedes all prior agreements relating to the same subject matter. This Controller DPA will inure to the benefit of and will be binding upon Reseller and Plume and their respective successors and assigns. Neither party may assign or transfer any right or obligation under this Controller DPA in whole or in part without the prior written consent of the other party. Reseller is an independent contractor and not an employee, agent or joint venture partner of Plume. To the maximum extent permitted by applicable law, the parties agree to treat the terms of this Controller DPA as confidential information. If any provision of this Controller DPA is determined invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force. In place of the invalid or unenforceable provision, a provision shall be deemed to be agreed which comes closest to the economic meaning and purpose of the invalid or unenforceable provision. This



Controller DPA may be executed in any number of counterparts (including delivery via facsimile or electronic mail), all of which will be deemed to be an original but all of which together will constitute one and the same instrument. Any signature page validly delivered by confirmed electronic image transmission (including in the form of a PDF file) are binding to the same extent as an original signature page. Except as amended hereby, the Agreement remains in full force and effect in accordance with its terms.

Plume

Reseller

Name:

Name:

Title:

Title:

Business Legal Name: Plume Design, Inc.

Business Legal Name:

Address: 325 Lytton Avenue, Suite 200
Palo Alto, CA 94301
United States of America

Address:

Signature:

Signature:

Date:

Date:

DPA Appendix 1
PROCESSING DESCRIPTION

Last updated: Controller DPA Effective Date

Data Subjects

The Personal Information concern the following categories of Data Subjects (please specify):

Categories of Personal Information

The Personal Information concern the following categories (please specify):

Personal Information Category	Purpose for Processing
business contact information (name, username, work telephone number, email address and physical address)	Performance of the Agreement and provision of the agreed services thereunder
information about browsers and devices used to access the services provided pursuant to the Agreement	Performance of the Agreement and provision of the agreed services thereunder
other:	

Special Categories of Personal Information (if appropriate)

Reseller Processes the following Special Categories of Personal Information:

Nature of the Processing

The following basic Processing activities apply to Personal Information (please specify):

- Processing necessary for performance of the Agreement
- Other:

Purpose(s) of Processing

Personal Information is Processed by Reseller for the performance of the Agreement and other Processing agreed in writing.

Location(s) of the Processing (City, State/Province, Country)

Duration of the Processing

The duration of the Processing will be the same as the duration of the Agreement, except as otherwise as set forth below or agreed in writing by the Parties.

[End of Appendix 1]

APPENDIX 2: SECURITY MEASURES

Reseller will implement at least the following (or more protective) security measures with respect to its Processing of Plume Personal Information:

- Measures of pseudonymisation and encryption of Plume Personal Information
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services Processing Plume Personal Information
- Measures for ensuring the ability to restore the availability and access to Plume Personal Information in a timely manner in the event of a physical or technical incident related to Plume Personal Information
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the Processing of Plume Personal Information
- Measures for user identification and authorisation related to Plume Personal Information
- Measures for the protection of data during transmission of Plume Personal Information
- Measures for the protection of Plume Personal Information during storage
- Measures for ensuring physical security of locations at which Plume Personal Information is processed
- Measures for ensuring events logging related to Plume Personal Information
- Measures for ensuring system configuration, including default configuration, for Plume Personal Information
- Measures for internal IT and IT security governance and management for Plume Personal Information
- Measures for certification/assurance of processes and products Processing Plume Personal Information
- Measures for ensuring data minimisation related to Plume Personal Information
- Measures for ensuring data quality related to Plume Personal Information
- Measures for ensuring accountability with respect to Plume Personal Information
- Measures for allowing for data portability, processing restrictions, erasure and consent for Plume Personal Information

[End of Appendix 2]