Exhibit A

Data Processing Addendum

This Data Processing Addendum (the “DPA”) is incorporated by reference into the agreement between Gitbook and Customer (the “Agreement”) regarding the Gitbook Service described in the Agreement. Capitalized terms have the meanings provided in the Agreement except as provided here. The parties agree that this Addendum shall be incorporated into and form part of the Agreement and subject to the provisions therein, including limitations of liability.

1 Definitions and interpretation. For purposes of this Addendum:

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

“Breach” means a breach of security by Gitbook that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data stored in the Service.

“Controller”, “Processor” and “Data Subject” (whether or not capitalized) have the meanings provided in the GDPR and equivalent meanings under other Data Protection Laws.

“CPRA” means the California Consumer Privacy Act as amended by the California Privacy Rights Act, its associated regulations and their successors.

“Customer Data” means all data provided by or on behalf of Customer or its users for processing by the Service.

“Data Protection Laws” means CPRA, GDPR, UK GDPR and all other data protection and privacy laws and regulations of the United States and Europe applicable to the Processing of Personal Data under the Agreement.

“Europe” means the member states of the European Union and Iceland, Liechtenstein, Norway, Switzerland and the United Kingdom.

“GDPR” means EU General Data Protection Regulation 2016/679,

“Personal Data” means Customer’s data that is processed by the Service and meets the definition of: (a) Personal Data under GDPR, or (b) “personal information” under CPRA.

“SCCs” or “Standard Contractual Clauses” means the EU and the UK Standard Contractual Clauses. Those clauses are formally identified as: (a) the Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries as approved by European Commission Implementing Decision 2021/914, and (b) the foregoing clauses as conformed to UK law pursuant to the International Data Transfer Addendum (the “IDTA”) issued by the UK Information Commissioner’s Office (the “ICO”) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022.

“UK GDPR” means the United Kingdom Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679 as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.

2 General Processing Terms.

2.1 General Processing Conditions. Gitbook will process Personal Data on Customer’s behalf for the purposes set forth in the Agreement and in accordance with the lawful, documented instructions of Customer, except where otherwise required by applicable law. Gitbook will promptly inform Customer if it becomes aware that processing requested by Customer infringes Data Protection Laws.
2.2 **Customer Compliance.** Customer is responsible for ensuring that: (a) its use of the Service complies with Data Protection Laws and with all other applicable laws relating to privacy and data protection; and (b) it has and will continue to have the right to transfer, or provide access to, the Personal Data to Gitbook for processing in accordance with the Agreement and this DPA. Customer must advise Gitbook if its proposed use of the Service would subject Gitbook to data protection or privacy obligations under laws or regulations other than the Data Protection Laws.

2.3 **Confidentiality of Processing.** Gitbook will treat Customer Data as Customer’s Confidential Information. Gitbook will protect the Customer Data in accordance with the confidentiality obligations in the Agreement.

2.4 **Processing in Accordance with European Laws.** With respect to Personal Data processed by Gitbook on Customer’s behalf as to which GDPR and/or UK GDPR applies: (a) Customer may be the controller of Personal Data or a processor and Gitbook will act as a processor or sub-processor, as appropriate and except for the limited circumstances identified in SCCs Module 1 described in Section 7.1, (b) each party will comply with the obligations that apply to it under GDPR and/or UK GDPR, and (c) Gitbook will promptly inform Customer if it becomes aware that processing requested by Customer infringes one of the Data Protection Laws identified in the definition above.

2.5 **Processing in Accordance with California Law.** Gitbook shall not, within the meaning of the CPRA and with respect to Personal Data to which CPRA applies: (a) sell or share Personal Data; (b) retain, use, or disclose Personal Data for any purpose other to provide the Services; (c) retain, use, or disclose Personal Data for a commercial purpose other than providing the Services; or (d) retain, use, or disclose Personal Data outside of the direct business relationship between Customer and Gitbook; or (e) combine Personal Data with Personal Data it receives from any other source, including from data subjects themselves, except for business purposes permitted by the CPRA, but in no case may Gitbook use Personal Data for Gitbook’s advertising or marketing purposes. Gitbook certifies that it understands the prohibitions and limitations regarding its use and all other processing activities and related purposes as outlined in this DPA regarding Personal Data, particularly in this Section 2.5, and will comply with them.

3 **Special Undertakings of Gitbook**

3.1 **Access by Personnel.** Gitbook will undertake that: (a) only Gitbook personnel who must have access to the Personal Data in order to meet Gitbook’s obligations under the Agreement have access to the Personal Data, (b) such personnel receive appropriate training and instructions regarding processing of Personal Data, and (c) such personnel are subject to written agreements of confidentiality or are under an appropriate statutory obligation of confidentiality regarding Customer Data and other Customer Confidential Information.

3.2 **Technical and Organizational Measures.** Gitbook will establish and maintain appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data. Gitbook’s technical and organizational measures as of the date of this DPA are identified on Annex II.

3.3 **Data Subject Access Requests.** Gitbook will reasonably assist Customer in responding, at Customer’s expense, to any request from a data subject (including “verifiable consumer requests”, as such term is defined in CPRA), relating to the Processing of Personal Data under the Agreement.

3.4 **Breach Notice.** Gitbook will notify Customer without undue delay on becoming aware of a Breach, by sending an email to Customer’s principal contact for the Gitbook relationship. Further, Gitbook will take all reasonable steps to mitigate the impact of any such Breach and to reasonably cooperate with Customer to enable Customer to comply with its obligations under Data Protection Laws.
including by assisting Customer in notifying Data Subjects or regulators of a Breach. Gitbook shall not give such notice without Customer’s prior written approval.

3.5 Data Protection Impact Assessments. Taking into account the nature of the Processing and the information available to it, Gitbook will provide reasonable assistance to and cooperation with Customer for Customer’s performance of any legally required data protection impact assessment of the Processing or proposed Processing of the Personal Data involving Gitbook, and with related consultation with supervisory authorities, by providing Customer with any publicly available documentation for the relevant Service or by complying with Section 3.7 (Audit Rights). Additional support for data protection impact assessments or relations with regulators may be available and would require mutual agreement on fees, the scope of Gitbook’s involvement, and any other terms that the parties deem appropriate.

3.6 Obligation to Delete and Return Personal Data. At any time during the term of the Agreement Customer may delete all or any portion of Customer Data in its account.

3.7 Audit Rights.

(a) Upon Customer’s reasonable request, Gitbook shall: (i) provide Customer with a summary of its then-current information security program as relevant to the security and confidentiality of the Customer Data shared during the course of the Agreement, and (ii) respond to Customer security questionnaires.

(b) In addition, Customer may contact Gitbook to request an audit, not more than once per year, of the procedures relevant to the protection of Customer Data. Before the commencement of any such audit, Customer and Gitbook shall mutually agree upon the scope, timing, and duration of the audit and the reimbursement rate for any travel or other expenses Gitbook incurs in the course of such audit. All reimbursement rates shall be reasonable, taking into account the resources expended by Gitbook.

(c) Gitbook accepts and agrees that supervisory authorities may request information from Gitbook and carry out investigations in the form of data protection audits of Gitbook, in accordance with Data Protection Laws.

4 EEA- and UK-Specific Processing Terms

4.1 Subprocessors. Customer generally authorizes Gitbook’s appointment of certain third party processors of Personal Data under this Agreement (“Subprocessors”). Gitbook confirms that it: (a) has entered (or, for future appointments, will enter) into a written agreement with each Subprocessor incorporating terms substantially similar to those set out in this Addendum; and (b) will inform Customer of any intended changes concerning the addition or replacement of other Subprocessors, thereby giving Customer the opportunity to object to such changes.

4.2 Transfers Outside the EEA or United Kingdom. Gitbook may not transfer Personal Data to a location outside of Europe without Customer’s prior written consent (in each case a “Transfer”). Without prejudice to the foregoing, Customer consents to Transfers where Gitbook has implemented a Transfer solution compliant with Data Protection Laws, which for example may include: (a) an adequacy decision by applicable authorities; (b) Privacy Shield or an equivalent valid Transfer framework; (c) the Standard Contractual Clauses; (d) another appropriate safeguard pursuant to GDPR Article 46; or (e) a derogation pursuant to GDPR Article 49.

5 Governing Law

This DPA will be governed by and construed in accordance with the laws of the jurisdiction governing the Agreement unless otherwise required by: (a) GDPR, in which case this DPA will be governed by the laws
of the Netherlands, or (b) UK GDPR, in which case this DPA will be governed by the laws of England and Wales.

6 Incorporation of Standard Contractual Clauses

The parties agree that the Standard Contractual Clauses are hereby incorporated by reference into this DPA as follows:

6.1 Module One applies to those transfers in which Customer is the data controller and Gitbook is the data controller for limited business contact information concerning Customer’s individual representatives who assist with the Gitbook relationship.

6.2 Module Two applies to those transfers in which Customer is the data controller and Gitbook is the data processor.

6.3 Module Three applies to those transfers in which Customer is the data processor and Gitbook is the sub-processor.

6.4 Clause 7 (Docking Clause) is omitted;

6.5 In Clauses 8.9(b) and 8.9(e) the review and audit provisions in Section 3.7 of this DPA shall apply.

6.6 In Clause 9(a) (Use of sub-processors) – Option 2 (General Written Authorization) applies in accordance with Section 4.1 above. For the purposes of Clause 9(c), Gitbook may be restricted from disclosing Subprocessor agreements to Customer (or the relevant third party controller) due to confidentiality restrictions. Notwithstanding this, Gitbook will provide (upon request and on a confidential basis) all information Gitbook can reasonably provide regarding such Subprocessor agreement.

6.7 In Clause 11(a) (Redress) – the Optional provision shall NOT apply;

6.8 In Clause 16(b) (Suspension of transfers) if Gitbook is the data exporter it will suspend transfers of personal data only as required by law and will notify Customer as promptly as possible (before suspension if possible) so that Customer may remedy the condition requiring suspension;

6.9 In Clause 17 (Governing Law) – the laws of the Netherlands shall govern; and

6.10 In Clause 18 (Choice of forum and jurisdiction) – the courts of the Netherlands shall have jurisdiction.

6.11 The information required by Annex I (Description of Processing) is provided on Annex 1 attached hereto.

1.1 The information required by Annex II (Technical and Organizational Security Measures) is provided on Annex 2 attached hereto.

7 Application of SCCs to Transfers from Switzerland

7.1 Personal Data transfers from Switzerland will be governed by the SCCs as conformed to Swiss law as follows:

(a) references to the EU, member states and GDPR in the SCCs are amended mutatis mutandis to refer to Switzerland, the Swiss Federal Data Protection Act, and the Swiss Federal Data Protection and Information Commissioner; and

(b) In Clause 17 (Governing Law) the laws of Switzerland shall govern, and in Clause 18 (Choice of forum and jurisdiction) the courts of Switzerland shall have jurisdiction.
8 Application of SCCs to Transfers from the United Kingdom

8.1 Personal Data transfers from the United Kingdom will be governed by the SCCs as conformed to UK GDPR law by the IDTA. Alternative Part 2 of the IDTA permits the IDTA's mandatory clauses to be incorporated by reference into this DPA, and such mandatory clauses are hereby incorporated. The information required by each table in Part 1 of the IDTA is provided as follows:

(a) **Table 1** (Identification of Parties): as described in the Agreement and Sections 7.1 - 7.3 above.

(b) **Table 2** (Selection of SCCs, Modules and Selected Clauses): The parties agree the IDTA is appended to the SCCs as modified by Section 7 above (Incorporation of Standard Contractual Clauses).

(c) **Table 3**:

   (1) Annex 1A (Identification of Parties): as provided in the Agreement;

   (2) Annex 1B (Description of Transfer): Annex 1 attached hereto;

   (3) Annex II (Technical and Organizational Security Measures): Annex 2 attached hereto;

   (4) Annex III (List of Sub processors): As described in Section 4.1 above.

(d) **Table 4** (Effect of Changes to IDTA): When the IDTA changes neither party may end this DPA or the SCCs unless the Agreement is simultaneously terminated.

(e) In Clause 17 of the SCCs (Governing Law) the laws of England and Wales shall govern, and in Clause 18 (Choice of forum and jurisdiction) the courts of London, England shall have jurisdiction.
ANNEX 1: DESCRIPTION OF DATA PROCESSING

The data processing activities carried out by Gitbook under the Agreement may be described as follows:

**Categories of data subjects whose personal data is transferred**

Gitbook’s processing concerns Customer personnel and end users of Customer’s products and services.

**Categories of personal data transferred**

- Name and email address
- Employment details (job title, role, seniority, etc)
- Location data
- Content data (contents of communications)
- Usage data (start, end, scope of usage of websites, apps, IP addresses)
- Pseudonymized user profiles (from cookies, web analytics).

**Sensitive data transferred** (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

N/A

**The frequency of the transfer** (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous

**Nature of the processing**

Gitbook will process Personal Data to provide the Service identified in the Agreement.

**Purpose(s) of the data transfer and further processing**

Gitbook will transfer Personal Data to provide the Service identified in the Agreement.

**The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

As described in Section 3.6 above

**For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing**

The subprocessors referenced in Section 4.1 provide portions of the platform used by Gitbook to provide the Service
ANNEX 2: TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

Description of the technical and organisational security measures implemented by Gitbook in accordance with Data Protection Law:

1. System Access Controls: Gitbook shall take reasonable measures to prevent personal data from being used without authorization. These controls shall vary based on the nature of the processing undertaken and may include, among other controls, authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes and/or logging of access on several levels.

2. Data Access Controls: Gitbook shall take reasonable measures to provide that personal data is accessible and manageable only by properly authorized staff, direct database query access is restricted and application access rights are established and enforced to ensure that persons entitled to use a data processing system only have access to the personal data to which they have privilege of access; and, that personal data cannot be read, copied, modified or removed without authorization in the course of processing.

Further information can be found at https://policies.gitbook.com/security/security-faq.