REDIS LABS DATA PROCESSING ADDENDUM (DPA)

Last Update: October 6, 2020

This Data Processing Addendum ("**DPA**") forms part of the [Redis Enterprise Cloud Terms of Service](#) (the "**Cloud ToS**" or "**Agreement**") by and between Redis Labs Ltd., Redis Labs UK Ltd., or Redis Labs, Inc. (as applicable) ("**Redis Labs**") and the customer whose details were provided in the "sign up" process ("**Customer**") (Redis Labs and Customer are, collectively, the "**Parties**"), to reflect the Parties' agreement on the Processing of Personal Data.

All capitalized terms not defined herein will have the meaning set forth in the Agreement. All terms under the Agreement apply to this DPA, except that the terms of this DPA will supersede any conflicting terms under the Agreement.

In the course of providing the service to Customer pursuant to the Cloud ToS (the "**Cloud Services**" or "**Service**"), Redis Labs may Process Personal Data on behalf of Customer. The Parties agree to comply with the following provisions under this DPA with respect to Customer's Personal Data Processed by Redis Labs on behalf of Customer as part of the Services.

1. **DEFINITIONS**

    1.1 "**Affiliate**" means any legal entity directly or indirectly controlling, controlled by or under common control with a party to the Agreement, where "control" means the ownership of a majority share of the voting stock, equity, or voting interests of such entity.

    1.2 "**Redis Labs Information Security Documentation**" means the information security documentation applicable to the specific Service purchased by Customer, as updated from time to time, and as made available by Redis Labs upon request.

    1.3 "**Individual**" means a natural person to whom Personal Data relates, also referred to as "Data Subject" pursuant to EU data protection laws and regulations.

    1.4 "**Personal Data**" means information about an identified or identifiable Individual, also referred to as "**Personal Information,**" pursuant to applicable EU and US data protection laws and regulations, which Redis Labs Processes under the terms of the Agreement.

    1.5 "**Personnel**" means the employees, agents, consultants, and contractors of Customer and Customer's Affiliates.

    1.6 "**Privacy Laws and Regulations**" means all US federal and state privacy laws and regulations, including the California Consumer Privacy Act of 2018 and implementing regulations ("**CCPA**"), and the provisions under EU General Data Protection Regulation 2016/679 ("**GDPR**") and implementing Member State laws applicable to the Processing of Personal Data under the Agreement.

1.7 "**Process**" or "**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, blocking, erasure or destruction.

1.8 "**Standard Contractual Clauses**" mean the annex to the EU Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council.

2. DATA PROCESSING

2.1 Scope and Roles. This DPA applies when Personal Data is Processed by Redis Labs as part of Redis Labs' provision of the Service, as further specified in the Agreement and the applicable order form. In this context: (i) to the extent that the GDPR applies to Redis Labs' Processing of Personal Data on behalf of Customer under the Agreement, Customer is the Data Controller and Redis Labs and applicable Affiliates are the Data Processor as those terms are defined under the GDPR; and (ii) to the extent that the CCPA applies to Redis Labs' Processing of Personal Data on behalf of Customer under the Agreement, (a) Customer is the "Business" and Redis Labs and applicable Affiliates are the "Service Provider" as those terms are defined under the CCPA; (b) Redis Labs will Process Personal Data solely on behalf of Customer and for the specific business purposes set forth in the Agreement; and (c) Redis Labs will not retain, use, disclose, or otherwise Process such Personal Data for any purpose other than for the specific purpose of performing the Service as specified in the Agreement.

2.2 Instructions for Redis Labs' Processing of Personal Data. Redis Labs will only Process Personal Data on behalf of and in accordance with Customer's instructions. Customer instructs Redis Labs to Process Personal Data for the following business purposes: (i) Processing in accordance with the Agreement and applicable order forms, including, without limitation to provide the Service, and for support, back-up and disaster recovery, cyber security, service operations and control, fraud and service misuse prevention and legal and administrative proceedings; and (ii) Processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement and comply with applicable Privacy Laws and Regulations. Processing outside the scope of this DPA (if any) will require prior written agreement between Redis Labs and Customer on additional instructions for Processing, including agreement on any additional fees Customer will pay to Redis Labs for carrying out such instructions.

3. NOTICE AND CONSENT

3.1   Customer undertakes to provide all necessary notices to Individuals and receive all necessary permissions and consents, as necessary for Redis Labs to Process Personal Data on Customer's behalf under the terms of the Agreement and this DPA, pursuant to the applicable Privacy Laws and Regulations.

3.2   To the extent required under the applicable Privacy Laws and Regulations, Customer will appropriately document the Individuals' notices and consents.

4. RIGHTS OF INDIVIDUALS

4.1   Requests. Redis Labs will, to the extent legally permitted, promptly notify Customer if Redis Labs receives a request from an Individual, whose Personal Data is included in Customer's Personal Data, or a request by the Individual's legal guardians, to exercise the right to access, correct, amend, or delete Personal Data related to the Individual, or to exercise such other personal right that the Individual is entitled to pursuant the applicable Privacy Laws and Regulations.

4.2   Assistance. Taking into account the nature of Processing by Redis Labs and insofar that this is possible, Redis Labs will provide Customer with cooperation and assistance in relation to handling Individuals' requests pursuant to applicable Privacy Laws and Regulations, by providing Customer with access to Customer's Data for the purpose of exercising the applicable individuals' rights. Except if not permitted under the applicable Privacy Laws and Regulations, Customer will reimburse Redis Labs with any costs and expenses related to Redis Labs' provision of such assistance, except for negligible costs.

5. ASSISTANCE IN COMPLIANCE

At Customer's written request, Redis Labs will assist Customer in complying with Customer's obligations pursuant to Articles 32 to 36 to the GDPR, in relation to the Processing of Customer's Personal Data by Redis Labs, taking into account the nature of Processing and the information available to Redis Labs.

6. REDIS LABS PERSONNEL

6.1   Limitation of Access. Redis Labs will ensure that Redis Labs' access to Personal Data is limited to those personnel who require such access to perform the Agreement.

6.2   Confidentiality. Redis Labs will impose appropriate contractual obligations upon its Personnel engaged in the Processing of Personal Data, including relevant obligations regarding confidentiality, data protection, and data security. Redis Labs will ensure that its Personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements. Redis Labs will ensure that such

confidentiality agreements survive the termination of the employment or engagement of its Personnel.

7. AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

7.1 Affiliates. Some or all of Redis Labs' obligations under the Agreement may be performed by Redis Labs Affiliates.

7.2 Subprocessors. Customer acknowledges and agrees that Redis Labs and Redis Labs' Affiliates respectively may engage third-party service providers in the performance of the Service on Customer's behalf. All Affiliates and agents (also referred to as 'other processors' under the GDPR) to whom Redis Labs transfers Personal Data to provide the Service on behalf of Customer have entered into written agreements with Redis Labs or such other binding instruments that bind them by substantially the same material obligations under this DPA.

7.3 Liability. Redis Labs will be liable for the acts and omissions of its Affiliates and agents to the same extent that Redis Labs would be liable if performing the Service of each Affiliate or agent directly, under the terms of Agreement.

7.4 Objection. To ensure compliance with applicable Privacy Laws and Regulations, Customer may object to any engagement by Redis Labs with a new agent to Process Customer Personal Data on Customer's behalf, within five (5) business days following Redis Labs' notice to Customer of its engagement with the new agent, and for a reasonable and detailed reason. If Customer sends Redis Labs a written objection to the new agent, Redis Labs will make commercially reasonable efforts to provide Customer the same level of Service without the using the new agent to Process Customer Personal Data. Nothing in this section prejudices the Parties' rights and obligations under the Agreement.

8. ONWARD AND TRANS-BORDER TRANSFER

8.1 Transfers by Customer of Personal Data related to Individuals within the EU to Israel, to the extent applicable, are made in accordance with the EU Commission decision 2011/61/EU of January 31, 2011, on the adequate protection of Personal Data by the State of Israel regarding automated processing of Personal Data.

8.2 Where Customer transfers Personal Data related to Individuals within the EU to Redis Labs, and Redis Labs will be Processing such Personal Data in a country that does not provide an adequate level of protection within the meaning of applicable Privacy Laws and Regulations, the Parties will legitimize such transfer by agreeing to enter into, without modification, the Standard Contractual Clauses, the terms of which are hereby incorporated into this DPA. The Parties agree that the descriptions of Processing of Personal Data in this DPA and in the Agreement shall constitute the descriptions in Appendix 1 of the Standard Contractual Clauses. To the extent any terms of the Standard Contractual Clauses conflict with the terms of this DPA or the Agreement, the terms of the Standard Contractual Clauses will control. For purposes of the Standard Contractual Clauses, the following additional provisions shall apply: (i) the audit right described in

clause 5(f) of the Standard Contractual Clauses shall be satisfied by the audit procedures described in clause 9.2 of this Agreement; (ii) the governing law in clause 9 of the Standard Contractual Clauses shall be the law of Customer (as Data Exporter) unless Customer is located outside the European Economic Area, in which case the governing law is the European Economic Area Member State from which the data is transferred; (iii) if so required by the laws or regulatory procedures of any jurisdiction, the Parties shall execute or re-execute the Standard Contractual Clauses as separate documents setting out the proposed transfers of Personal Data in such manner as may be required; and (iv) in the event that the Standard Contractual Clauses are amended, replaced, or repealed by the European Commission or under applicable Privacy Laws and Regulations, the Parties shall work together in good faith to enter into any updated version of the Standard Contractual Clauses or negotiate in good faith a solution to enable transfer of Personal Data related to individuals within the EU, to be conducted in compliance with applicable Privacy Laws and Regulations.

8.3   All Redis Labs' third-party service providers to whom Redis Labs transfers Personal Data to provide the Service (i) are subject to appropriate contractual safeguards (such as the Standard Contractual Clauses); (ii) have executed or undertook to comply with such other binding instruments, certifications or self-certifications for the lawful transfer of Customer's Personal Data related to Data Subjects within the EU to other territories, as required and available under the GDPR; or (iii) are established in a country that was acknowledged by the EU Commission as providing adequate protection to Personal Data.

9. INFORMATION SECURITY

9.1   Controls. Redis Labs will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Customer's Personal Data pursuant to the Redis Labs Information Security Documentation. Redis Labs regularly monitors compliance with these safeguards. Redis Labs will not materially decrease the overall security of the Service during the term of the Agreement.

9.2   Policies and Audits. Redis Labs uses external auditors to verify the adequacy of its security measures. The internal controls of the Service are subject to periodic testing by such auditors. Upon Customer's written request at reasonable intervals and subject to confidentiality limitations, Redis Labs will make available to Customer (or to a third-party auditor on Customer's behalf, that is not a Redis Labs competitor and subject to the auditor's execution of Redis Labs' non-disclosure agreement), the then most recent version of Redis Labs' information security Documentation summaries of third-party audit or certification reports commonly made available to Redis Labs. Customer may conduct an on-premise audit of Redis Labs' compliance with its obligations under this Data Processing Addendum up to once per year ("Data Protection and Security Audit"), provided, however, that any Data Protection and Security Audit is subject to the following cumulative conditions: (i) The Data Protection and Security Audit will be pre-scheduled in writing with Redis Labs, at least 60 days in advance; (ii) All Customer personnel who perform the Data Protection and Security Audit, whether employed or contracted by Customer, will execute Redis Labs' standard non-disclosure

agreement prior to the initiation of the Data Protection and Security Audit, and a third party auditor will also execute a non-competition undertaking; (iii) Customer will take all necessary measures and verify that the auditors do not access, disclose or compromise the confidentiality and security of non-Customer data on Redis Labs' information and network systems; (iv) Customer will take all measures to prevent any damage or interference with Redis Labs and its Affiliates' information and network systems; (v) Customer will bear all costs and assume responsibility and liability for the Data Protection and Security Audit and for any failures or damage caused as a result thereof; (vi) Customer will keep the Data Protection and Security Audit results in strict confidentiality, will use them solely for the specific purposes of the Data Protection and Security Audit under this section, will not use the results for any other purpose, or share them with any third party, without Redis Labs' prior explicit written confirmation; and (vii) If Customer is required to disclose the Data Protection and Security Audit results to a competent authority, Customer will first provide Redis Labs with a prior written notice, explaining the details and necessity of the disclosure, and will provide Redis Labs with all necessary assistance to prevent the disclosure thereof.

10. SECURITY BREACH MANAGEMENT AND NOTIFICATION

10.1 Breach prevention and management. Redis Labs will maintain security incident management policies and procedures and will, to the extent required by law, promptly notify Customer of any unauthorized access to, acquisition of, or disclosure of Customer Personal Data, by Redis Labs or its Affiliates or agents of which Redis Labs becomes aware of (a "Security Incident").

10.2 Remediation. Redis Labs will promptly make reasonable efforts to identify and remediate the cause of such a Security Incident.

11. DELETION AND RETENTION OF PERSONAL DATA

11.1 Data Deletion. Redis Labs will provide Customer with the ability to remove Customer's Personal Data, on or after the termination of the Agreement (or at Customer's discretion during the term of the Agreement) and by providing such ability, Customer acknowledges that Redis Labs fulfills the data deletion requirement under applicable Privacy Laws and Regulations.

11.2 Data Retention. Notwithstanding, Customer acknowledges and agrees that Redis Labs may retain copies of certain records, log files and transactional details, as necessary in connection with its routine backup and archiving procedures and to ensure compliance with its legal obligations and its continuing obligations under the applicable law, including to retain data pursuant to legal requirements and to use such data to protect Redis Labs, its Affiliates, agents, and any person on their behalf in court and administrative proceedings.

12. DISCLOSURE TO COMPETENT AUTHORITIES

Redis Labs may disclose Personal Data (a) if required by a subpoena or other judicial or administrative order, or if otherwise required by law; or (b) if Redis Labs deems the disclosure necessary to protect the safety and rights of any person, or the general public.

In the event that Redis Labs receives a legally binding request for access to the Personal Data by a public authority, Redis Labs will:

(a) promptly notify Customer of such request to enable Customer to intervene and seek relief from such disclosure, unless Redis Labs is otherwise prohibited from providing such notice, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation. If Redis Labs is so prohibited:

   (i)   It will use its reasonable best efforts to obtain the right to waive this prohibition in order to communicate as much information as it can and as soon as possible, and be able to demonstrate that it did so.

   (ii) In the event that, despite having used its reasonable best efforts, Redis Labs is not permitted to notify Customer, it will make available on an annual basis general information on the requests it received to the Customer and/or the competent supervisory authority of the Customer.

(b) comply with internal policies governing the disclosure of Personal Data in response to requests from public authorities that conform to this DPA;

(c) not make any disclosures of the Personal Data to any public authority that are determined to be massive, disproportionate and indiscriminate in a manner that it would go beyond what is necessary in a democratic society; and

(d) upon request from the Customer, provide general information on the requests from public authorities it received in the preceding 12 month period relating to the Personal Data.

13. TERM

This DPA will commence on the same date that the Agreement is effective and will continue until the Agreement is expired or terminated, pursuant to the terms therein.

14. COMPLIANCE

14.1   Redis Labs' Data Protection Officer and Redis Labs' Compliance team are responsible for ensuring that all relevant Redis Labs' personnel adhere to this DPA.

14.2   Redis Labs' compliance team can be reached at: privacy@RedisLabs.com

15. DISPUTE RESOLUTION

Each Party will create an escalation process and provide a written copy to the other Party within five (5) business days of any dispute arising out of or relating to this DPA. The escalation process will be used to address disputed issues related to the performance of this DPA, including but not limited to technical problems. The Parties agree to communicate regularly about any open issues or process problems that require prompt and accurate resolution as set forth in their respective escalation process documentation. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this DPA, before and as a prior condition for commencing legal proceedings of any kind, first as set forth above in the escalation process and next by negotiation between executives who have authority to settle the controversy and who at a higher level of management than the persons with direct responsibility for administration of this DPA. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within two (2) business days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and the response will include (a) a statement of each Party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within five (5) business days after delivery of the disputing Party's notice, the executives of both Parties shall meet at a mutually acceptable time and place, including telephonically, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16. MISCELLANEOUS

Invalidation of one or more of the provisions under this DPA will not affect the remaining provisions. Invalid provisions will be replaced to the extent possible by those valid provisions which achieve essentially the same objectives.