



Data Protection Compliance in the use of Archer's Products and Services

Contents

Global Data Protection Laws	3
Controller or Processor	3
Archer Product Offerings and your data processing:.....	3
On-Premise Software License:.....	3
Software-as-a-Service (SaaS):.....	3
Maintenance Services:	4
Professional Services:	4
You retain control over your data.	4
International Data Transfers	4
Subprocessors	5
Transfer Impact Assessments	5
Security Measures	6

Global Data Protection Laws

As a provider of Governance, Risk, and Compliance solutions, Archer appreciates the importance of our customers awareness as to how their data is processed, and ensuring transparency at all levels, to enable our customers to comply with their applicable data protection laws and regulations globally, including the EU General Data Protection Regulation ("GDPR") and California Consumer Privacy Act ("CCPA") ("Data Protection Laws"). Archer continuously monitors the evolving data protection landscape to ensure that its customers can continue to meet their regulatory and data protection obligations in the use of Archer Products and Services and updates its internal operations and processes as required in response to legal and regulatory changes.

Please refer to Archer's Data Privacy Accountability Statement [here](#).

Controller or Processor

In the provision of Archer's Products and Services to customers, where Archer processes personal data, Archer acts as a Data Processor (in GDPR terms) and a Service Provider (in CCPA terms), processing Personal Data on behalf of, and on instruction of, our customers. Such processing activities are contractually provisioned for by Archer's Data Protection Agreement located on our [Standard Form Agreements](#) site.

In relation to the information that Archer collects, where it determines the purposes and means of processing of the personal data to be processed, Archer acts as Data Controller from a GDPR perspective. Such processing may include Archer's marketing activities, or processing of billing or account management data. In those circumstances, Archer processes Personal Data in accordance with its Privacy Statement which can be found [here](#).

Archer Product Offerings and your data processing:

Archer offers both an on-premises software license and a Software-as-a-Service solution, as well as associated maintenance / support, and professional services.

On-Premise Software License:

In connection with your use of Archer's on-premise software license, customer deploys the license within an environment owned, operated, and / or managed by customers and, therefore, you retain full control over the security surrounding your data. For the purposes of on-premise software deployments, Archer does not process, and does not have the ability to access your data. As a result, Archer does not process personal data in connection with a customer's use of an on-premise software deployment (unless in connection with provision of associated Maintenance Services, as noted below).

Software-as-a-Service (SaaS):

In the course of using Archer's SaaS solution, you retain control over the data that you upload into the Archer SaaS environment ("Service Offering"). Archer's SaaS

environment provides comprehensive security measures to protect the data uploaded into the SaaS environment. Please refer below to the section on 'Security Measures' for further information.

Maintenance Services:

Archer provides maintenance and support services to customers for all of its product offerings, including both on-premise and SaaS deployments. Customer retains full control over the data that it shares in relation to customer support tickets. Whether it's an on-premise or SaaS deployment, the only personal data that Archer processes in connection with a customer support request, is that which the customer chooses to share in the customer support ticket, or as otherwise requested by Archer, or proactively shared by the customer, to troubleshoot the issue. In certain cases, it may be necessary for Archer to request access to data in customer's environment to effectively troubleshoot the customer support matter. Archer will only have access to the data in customer's environment if Archer requests access and where customer agrees to Archer processing the data. In such cases, Archer acts as Data Processor and the Archer Data Protection Agreement located on our [Standard Form Agreements](#) site applies.

Professional Services:

In the course of providing professional services, in many cases it is not necessary for Archer to process any personal data. If Archer needs to perform work in an environment, it can typically do so by acting in an advisory capacity to customer and allowing customer to perform the activities in the live environment, or Archer can perform the work in a test environment, thereby obviating the need for Archer to directly access customer's data.

Archer may, in certain cases, need to perform professional services work directly in a customer's environment, in which case, appropriate data processing measures will be put in place, including those in the Archer Data Protection Agreement located on our [Standard Form Agreements](#).

You retain control over your data.

As described in the 'Archer Product Offerings and your data processing' section above, you control the types and categories of data processed in connection with the use of Archer's Products and Services. This also speaks to the shared responsibility model in using a cloud-based solution. Archer deploys comprehensive measures in protecting customer data; however, customers can also take appropriate measures to ensure confidentiality, integrity and availability of your data, and the customer is responsible for configuring the Archer product appropriately to ensure compliance with applicable data protection laws.

International Data Transfers

As an international organization providing solutions to our global customer base, it may be necessary for international transfers of personal data to occur in connection with the use of Archer's Products and / or Services. Such transfers may occur, for

e.g., in cases where a customer support ticket is assigned to an Archer affiliate from a country or region other than where customer is located. In addition, customers of Archer SaaS will likely have users across the globe and, therefore, transfers of data into the Archer SaaS environment will be to the applicable data centre which customers instance is deployed in. For further details on locations of processing, in the use of Archer's Products and Services, please refer to Archer's Sub processors list located [here](#), in addition to the further information below in the Sub processors section of this Statement.

Archer's operations are designed to meet global data transfer requirements, including EU data transfer requirements, using approved data transfer mechanisms. This includes use of the EU-approved Standard Contractual Clauses, or other variations of Standard Contractual Clauses where applicable (such as the UK International Data Transfer Addendum) as its approved data transfer mechanism, to protect personal data leaving the EU. Furthermore, this includes applicable Data Transfer Impact Assessments (see further information below on Data Transfer Impact Assessments). Archer flows down these requirements to our processors and / or sub-processors handling personal data received from the EU on our behalf, and all such processors and / or sub-processors must agree to the approved data transfer mechanism as part of their Data Protection Agreement with Archer.

Subprocessors

Archer leverages sub-processors in the provision of Products and / or Services to our customers. Please refer to Archer's Sub processors list located [here](#). In accordance with the GDPR and other Data Protection Laws, Archer affords customers the right to object to changes in Archer's sub-processors in accordance with Section 3 to the Archer Data Processing Addendum located at the [Standard Form Agreements](#) site.

Archer only engages Subprocessors that it conducts robust due diligence on which ensures that Archer can continue to meet its obligations under its agreements with customers. Archer contractually imposes obligations on its Subprocessors that are relevant to the services being provided and are substantially similar to the rights and obligations under the Archer Data Processing Addendum located at the [Standard Form Agreements](#).

Transfer Impact Assessments

In response to the requirements arising from Schrems II¹, which requirements were further clarified by the European Data Protection Board Recommendations on Supplementary Measures², Archer has conducted its own data transfer impact assessments where it acts as data exporter and will provide reasonable assistance to

¹ Judgment of 16 July 2020, case C-311/18, Data Protection Commissioner v. Facebook Ireland Ltd and Maximilian Schrems

² Recommendations 01/2020 on measures that supplement transfer tools to ensure compliance with the EU level of protection of personal data.

customers in conducting their data transfer impact assessments where customers act as data exporter transferring personal data to Archer or its Subprocessors, as data importer. For further information on Archer's Transfer Impact Assessment, please refer to the Transfer Impact Assessments located [here](#).

Security Measures

In accordance with Data Protection Laws and regulations, as well as the many laws, regulations, and expectations relating to security of data processing, Archer uses comprehensive technical, organizational, and contractual measures to protect personal data within Archer's control or possession.

Please refer to Archer's Information Security Provisions, located [here](#), for further information on how Archer protects data it processes, which details the technical, administrative, and organizational measures applied to protect customer and personal data.

In relation to Archer SaaS, Archer applies the same robust level of protection to all data in the SaaS environment and, to that end, applies the same security measures to both personal and non-personal data. As a result, the Information Security Measures also serve as Archer's technical and organisational measures for the purposes of Annex II to the Standard Contractual Clauses, as well as serving as forming part of the Supplementary Measures to the Standard Contractual Clauses (see Transfer Impact Assessment for further information).