

EU/Swiss-US Privacy Shield: Client and Consumer Privacy Policy

Last Updated: January 8, 2020

KNIME Inc. respects your privacy. KNIME Inc. participates in the EU-U.S. and Swiss-U.S. Privacy Shield frameworks (collectively, the “Privacy Shield”) issued by the U.S. Department of Commerce. KNIME Inc. commits to comply with the Privacy Shield Principles with respect to Client Data and Consumer Personal Data the company receives from the European Union (EU) and Switzerland. This Policy describes how KNIME Inc. implements the Privacy Shield Principles for Client Data and Consumer Personal Data.

For purposes of this Policy:

“Agreement” means the KNIME End User Subscription Agreement or the Main Agreement between KNIME and the Client.

“Authorized Affiliate” means any of Client's Affiliates which is subject to the Data protection Laws and Regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and is permitted to use the services pursuant to the Agreement between Client and KNIME.

“Client” means any entity and its Authorized Affiliates (for so long as they remain Affiliates) or natural person that obtain services from KNIME Inc.

“Client Data” means electronic data and information processed either by the Client or by KNIME pursuant to the Agreement between the Client and KNIME.

“Consumer” means any natural person who is located in the EU or Switzerland but excludes any individual acting in his or her capacity as an employee (“Employee”).

“Controller” means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“Data Protection Laws and Regulations” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“Employee” means any current, former, or prospective individual located in the EU or Switzerland, working for KNIME. For purposes of this Policy, “Employee” includes any managing director, temporary worker, intern, other non-permanent employee, contractor, or consultant of KNIME, who is located in the EU or Switzerland.

“EU” means the European Union and Iceland, Liechtenstein and Norway.

“KNIME” means KNIME AG and its Affiliates engaged in the Processing of Personal Data.

“Personal Data” means any information relating to an identified or identifiable natural person and, an identified or identifiable legal entity where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection laws and Regulations.

“Privacy Shield Principles” means the Principles and Supplemental Principles of the Privacy Shield.

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

“Processor” means the entity which Processes Personal Data on behalf of the Controller within the meaning of Data Protection Laws and Regulations.

“Sensitive Data” means personal information that reveals race, ethnic origin, political opinions, religious or philosophical beliefs, criminal convictions or indictments, trade union membership, or that concerns health or sex life, and any other categories of information identified as sensitive personal information by the applicable local laws.

KNIME Inc.’s Privacy Shield certification, along with additional information about the Privacy Shield principles, can be found at www.privacyshield.gov.

1. Types of Personal Data KNIME Inc. Collects

KNIME Inc., is a provider of software and technical support which processes Personal Data upon the instruction of a Client or KNIME. The extent of which is determined and controlled by the Client, and which may include, but is not limited to Personal Data relating to the following categories of data subjects: Clients’ representatives and end-users including contractors, collaborators, and Customers of the Client. Data subjects may also include individuals attempting to communicate or transfer personal information to the Client. In connection with providing its services to the Client, KNIME Inc. may access or obtain Personal Data of data subjects located in the EU and Switzerland.

KNIME Inc. also collects Personal Data directly from Consumers. This collection occurs, for example, when a Consumer visits KNIME’s websites and provides Personal Data through the websites. In addition, KNIME Inc. obtains Personal Data, such as contact information, in connection with maintaining KNIME’s Client relationships as well as business network and providing services to Clients. In connection with collecting Personal Data directly from Consumers, KNIME Inc. may access or obtain Personal Data of data subjects located in the EU and Switzerland. For more information about KNIME Inc.’s processing of Personal Data obtained from Consumers on KNIME’s website, please read its [Privacy Notice](#).

KNIME Inc.’s privacy practices regarding the processing of Client Data and Consumer Personal Data comply, as appropriate, with the Privacy Shield Principles of Notice; Choice; Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement and Liability.

2. Notice

KNIME Inc. provides information in this Policy and KNIME’s [Website Privacy Notice](#) about its Client Data and Consumer Personal Data practices, including the types of Personal Data KNIME Inc. collects, the types of third parties to which KNIME Inc. discloses Personal Data and the purposes for doing so, the rights and choices Clients and Consumers have for limiting the use and disclosure of their Personal Data, and how to contact KNIME Inc. about its practices concerning Personal Data.

Relevant information also may be found in privacy notices pertaining to specific data processing activities.

3. Choice

When KNIME Inc. collects Personal Data directly from potential Clients and Consumers, the company generally offers those potential Clients and Consumers the opportunity to choose whether their Personal Data may be (i) disclosed to third-party Controllers or (ii) used for a purpose that is materially different from the purposes for which the information was originally collected or subsequently authorized by the relevant Client and Consumer. To the extent required by the Privacy Shield Principles, KNIME Inc. obtains opt-in consent for certain uses and disclosures of Sensitive Data. Client and Consumers may contact KNIME Inc. as indicated below regarding the company’s use or disclosure of their Personal Data. The company uses

Personal Data only for purposes that are materially the same as those indicated in this Policy or KNIME's [Website Privacy Notice](#).

KNIME Inc. shares Client Data and Consumer Personal Data within KNIME. KNIME Inc. may disclose Client Data and Consumer Personal Data without offering an opportunity to opt out, and may be required to disclose the Personal Data, (i) to third-party Processors the company has retained to perform services on its behalf and pursuant to its instructions, (ii) if it is required to do so by law or legal process, or (iii) in response to lawful requests from public authorities, including to meet national security, public interest or law enforcement requirements. KNIME Inc. also reserves the right to transfer Personal Data in the event of an audit or if the company sells or transfers all or a portion of its business or assets (including in the event of a merger, acquisition, joint venture, reorganization, dissolution or liquidation).

4. Accountability for Onward Transfer of Personal Data

This Policy and KNIME's [Website Privacy Notice](#) describe KNIME Inc.'s sharing of Client Data and Consumer Personal Data.

To the extent KNIME Inc. acts as a Controller, except as permitted or required by applicable law, KNIME Inc. provides Clients and Consumers with an opportunity to opt-out of sharing their Personal Data with third-party Controllers. KNIME Inc. requires third-party Controllers to whom it discloses Client Data and Consumer Personal Data to contractually agree to (i) only process the Personal Data for limited and specified purposes consistent with the initial legal basis for processing Client Data and Consumer Personal Data, (ii) provide the same level of protection for Personal Data as is required by the Privacy Shield Principles, and (iii) notify KNIME Inc. and cease processing Personal Data (or take other reasonable and appropriate remedial steps) if the third-party Controller determines that it cannot meet its obligation to provide the same level of protection for Personal Data as is required by the Privacy Shield Principles.

With respect to transfers of Client Data and Consumer Personal Data to third-party Processors, KNIME Inc. (i) enters into a contract with each relevant Processor, (ii) transfers Personal Data to each such Processor only for limited and specified purposes, (iii) ascertains that the Processor is obligated to provide the Personal Data with at least the same level of privacy protection as is required by the Privacy Shield Principles, (iv) takes reasonable and appropriate steps to ensure that the Processor effectively processes the Personal Data in a manner consistent with KNIME Inc.'s obligations under the Privacy Shield Principles, (v) requires the Processor to notify KNIME Inc. if the Processor determines that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles, (vi) upon notice, including under (v) above, takes reasonable and appropriate steps to stop and remediate unauthorized processing of the Personal Data by the Processor, and (vii) provides a summary or representative copy of the relevant privacy provisions of the Processor contract to the Department of Commerce, upon request. KNIME Inc. remains liable under the Privacy Shield Principles if the company's third-party Processor onward transfer recipients process relevant Personal Data in a manner inconsistent with the Privacy Shield Principles, unless KNIME Inc. proves that it is not responsible for the event giving rise to the damage.

5. Security

KNIME Inc. takes reasonable and appropriate measures to protect Client Data and Consumer Personal Data from loss, misuse and unauthorized access, disclosure, alteration and destruction, considering the risks involved in the processing and the nature of the Personal Data.

6. Data Integrity and Purpose Limitation

KNIME Inc. limits the Client Data and Consumer Personal Data it processes to that which is relevant for the purposes of the particular processing. KNIME Inc. does not process Client Data and Consumer Personal Data in ways that are incompatible with the purposes for which the information was collected or subsequently

authorized by the relevant Client or Consumer. In addition, to the extent necessary for these purposes and consistent with its role as a Controller or Processor, KNIME Inc. takes reasonable steps to ensure that the Personal Data the company processes is (i) reliable for its intended use, and (ii) accurate, complete and current. In this regard, KNIME Inc. relies on its Client and Consumer (with respect to Personal Data of Consumers with whom KNIME does not have a direct relationship) to update and correct the relevant Personal Data to the extent necessary for the purposes for which the information was collected or subsequently authorized. Consumers (and Clients, as appropriate) may contact KNIME Inc. as indicated below to request that KNIME Inc. update or correct relevant Personal Data.

Subject to applicable law, KNIME Inc. retains Client Data and Consumer Personal Data in a form that identifies or renders identifiable the relevant Client and Consumer only for as long as it serves a purpose that is compatible with the purposes for which the Personal Data was collected or subsequently authorized by the Client and Consumer.

7. Access

Clients and Consumers generally have the right to access their Personal Data. Accordingly, to the extent KNIME Inc. acts as a Controller, where appropriate, KNIME Inc. provides Clients and Consumers with reasonable access to the Personal Data KNIME Inc. maintains about them. KNIME Inc. also provides a reasonable opportunity for those Clients and Consumers to correct, amend or delete the information where it is inaccurate or has been processed in violation of the Privacy Shield Principles, as appropriate.

KNIME Inc. may limit or deny access to Personal Data where the burden or expense of providing access would be disproportionate to the risks to the Client's and Consumer's privacy in the case in question, or where the rights of persons other than the Client and Consumer would be violated. Client and Consumer may request access to their Personal Data by contacting KNIME Inc. as indicated below.

8. Recourse, Enforcement and Liability

KNIME Inc. has mechanisms in place designed to help assure compliance with the Privacy Shield Principles. KNIME Inc. conducts an annual self-assessment of its Client Data and Consumer Personal Data practices to verify that the attestations and assertions KNIME Inc. makes about its Privacy Shield privacy practices are true and that KNIME Inc.'s privacy practices have been implemented as represented and in accordance with the Privacy Shield Principles.

In compliance with the Privacy Shield principles, KNIME Inc. commits to resolve complaints about the collection or use of the personal data of its Clients or Consumers. EU and Swiss individuals with inquiries or complaints regarding KNIME Inc.'s Privacy Shield policy should first contact KNIME Inc. at data.protection@knime.com or datenschutz@knime.com.

If a Client's or Consumer's complaint cannot be resolved through KNIME Inc.'s internal processes, KNIME Inc. will cooperate with JAMS pursuant to the JAMS Privacy Shield Program, which is described on the [JAMS website: www.jamsadr.com/eu-us-privacy-shield](http://www.jamsadr.com/eu-us-privacy-shield). JAMS mediation may be commenced as provided for in the JAMS rules. Following the dispute resolution process, the mediator or the Client or Consumer may refer the matter to the U.S. Federal Trade Commission, which has Privacy Shield investigatory and enforcement powers over KNIME Inc. Under certain circumstances, Client or Consumer also may be able to invoke binding arbitration to address complaints about KNIME Inc.'s compliance with the Privacy Shield Principles.

Privacy Shield Website

To learn more about the Privacy Shield program, and to view our certification, please visit www.privacyshield.gov.

9. How to Contact KNIME Inc.

To contact KNIME Inc. with questions or concerns about this Policy or KNIME Inc.'s Personal Data practices

Write to:

or

Email to:

KNIME Inc.

11801 Domain Blvd, 3rd Floor

Austin, TX 78758

USA

data.protection@knime.com