



SPREEDLY, INC

300 Morris Street, Suite 400 Durham, NC 27701

03 November 2022

Dear Spreadly team,

Re: Changes to Standard Contractual Clauses ("SCCs") as an international transfer mechanism for personal data

We refer to the agreement pursuant to which we transfer certain personal data to you (the "Agreement").

As you may be aware:

- the European Commission has issued new Standard Contractual Clauses for the transfer of personal data outside of the EEA (as set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021) (the "**New SCCs**") and organisations must update any agreements relying on previous versions of the Standard Contractual Clauses to include the New SCCs by 27 December 2022; and
- the UK Information Commissioner's Office has issued its own UK Addendum to the New SCCs under s119A(1) of the Data Protection Act 2018 enabling UK organisations to rely on the New SCCs. UK organisations must amend contracts relying on previous versions of the Standard Contractual Clauses to include the New SCCs and UK Addendum or an alternative transfer mechanism by 21 March 2024.

We have identified that we rely on a previous version of the SCCs to transfer personal data to you in connection with the Agreement and, as such, we are required to amend the Agreement in line with the requirements set out above.

We have set out the necessary amendments to the Agreement in the Annex to this letter. We would like to assure you that these modifications are the minimum required in order for the Agreement to remain legally compliant. In all other aspects, the Agreement remains unmodified. If you have any questions about this, we encourage you to refer to the respective websites of the EU Commission and the UK Information Commissioner's Office or speak to your Legal team.

Please acknowledge receipt and confirm by counter-signature below. Please note that if we do not receive a response from you by 27 December 2022, the changes set out in Annex 1 will be deemed to apply to the Agreement to ensure it remains legally compliant.

Yours faithfully
David Ross

Head of Product, Commerce

DocuSigned by:

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Sky UK Limited

Acknowledged and agreed,
Justin Benson

CEO

DocuSigned by:

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Spreadly, Inc



Sky UK Limited, Grant Way, Isleworth, Middlesex TW7 5QD

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Registered in England No. 2906991 VAT registered No. 440 6274 67

Annex 1 Amendments

1. References to “the Supplier” are deemed to be references to you or any equivalent term used in the Agreement.
2. For good and valuable consideration, receipt of which is hereby acknowledged as received, the Parties agree to amend the Agreement as set out below with effect from the earlier of: (i) the date of signature or (ii) 27 December 22:
 - (a) The following definitions are inserted which replace and supersede any equivalent definitions in the Agreement:

“Applicable Data Protection Law” means all applicable laws relating to privacy and data protection including but not limited to (a) the General Data Protection Regulation (EU 2016/679) (the “GDPR”), and (b) the UK GDPR, and (c) Directive on privacy and electronic communications (2002/58/EC, as amended), as well as all laws implementing each of (a) to (c) above, including the UK Data Protection Act 2018, as amended and updated from time to time. In the event, any such Directive, Regulation or laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or law shall be deemed to constitute Applicable Data Protection Law.

“SCCs” means in respect of personal data to which the: (i) GDPR applies, either: (a) where Sky acts as controller and the Supplier acts as processor, the version of the EU Commission-approved Standard Contractual Clauses titled “Sky’s Standard Contractual Clauses – Controller-Processor”, (b) where both parties act as independent controllers, the version of the EU Commission-approved Standard Contractual Clauses titled “Sky’s Standard Contractual Clauses – Controller-Controller”, or (c) where Sky acts as processor and the Supplier acts as sub-processor, the version of the EU-Commission approved Standard Contractual Clauses titled “Sky’s Standard Contractual Clauses – Processor-Processor”, in each case available at <https://www.skygroup.sky/suppliers>; (ii) UK GDPR applies, a version of the applicable clauses referenced at (i) above, as amended by the UK Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018 (the “UK Addendum”), and (iii) Swiss Federal Act on Data Protection (“FADP”) applies, a version of the applicable clauses referenced at (i) above that includes all necessary amendments to make them legally effective in Switzerland, including but not limited to the following: references to the GDPR will be deemed to be references to the FADP, references to “personal data” will be deemed to include references to legal entities (until the entry into force of the revised FADP), references to “sensitive data” will be deemed to be references to “sensitive personal data and personality profiles”, and the term “Member State” shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with Clause 18(c).

“UK GDPR” has the meaning ascribed to it section 3(10) of the UK Data Protection Act 2018.

“Third Country” means: (i) if the relevant Sky entity is established in the EEA or Switzerland, a jurisdiction outside the EEA or Switzerland that has not been deemed adequate for data protection purposes by the European Commission, or (ii) if the relevant Sky entity is established in the UK, a jurisdiction outside the UK that has not been deemed adequate for data protection purposes under UK law.

- (b) The following clause is inserted which replaces and supersedes any equivalent clause in the

Agreement:

1.1 *If the Supplier processes personal data in a Third Country or this Agreement otherwise involves an international transfer of personal data between the parties for which Applicable Data Protection Law requires a party or the parties to adduce an adequate level of protection, the SCCs shall be incorporated by reference into this Agreement. The parties agree that the Supplier is the Data Importer and Sky is the Data Exporter. Where applicable in each case and unless otherwise agreed by the Parties:*

- (a) *Annexes 2 and 3 of this Agreement shall apply and be deemed to be Annexes 1 and 2 of the SCCs and Tables 1 and 3 of the UK Addendum (as applicable);*
- (b) *the governing law with respect to a particular transfer will be the country in which the Data Exporter is established; and*
- (c) *for the purposes of Section 19 of the UK Addendum, neither party shall have the right to end the UK Addendum when a revised version is issued by the ICO.*

Nothing in this Schedule shall be construed to prevail over any conflicting clause of the SCCs. Each Party acknowledges that it has had the opportunity to review the SCCs.

1.2 *If for whatever reason, any transfer of personal data under the SCCs referred to in clause 3.1 ceases to be lawful, Sky may, at its discretion:*

- (a) *require the Supplier to cease transfers of personal data to, or access to such personal data from, the relevant jurisdictions, or*
- (b) *require the Supplier to promptly cooperate with Sky to facilitate Sky's use of an alternative lawful data transfer mechanism to enable the transfer of such personal data.*

If the Parties are unable to: (i) promptly enter into such an alternative data transfer mechanism or (ii) reduce the scope of the Agreement to exclude personal data, then Sky may (at its option) cease transfers of personal data to the Supplier and any such cessation shall not be considered a breach of the Agreement.

- (c) Annexes 2 and 3 are incorporated into the Agreement.

- 3. Definitions in the Agreement shall have the same meaning when used in this Amendment.
- 4. Except for the provisions expressly set forth in this Amendment all provisions of the Agreement shall remain unchanged.
- 5. This Amendment shall be without prejudice to any right or remedy which may have accrued to either party prior to this Amendment.
- 6. This Amendment shall be governed by and construed in accordance with the laws of the country in which the Sky entity named in the Agreement is incorporated and any dispute or claim arising out of or in connection with this Amendment which the parties cannot settle will be subject to the exclusive jurisdiction of courts of that country.

Annex 2**Processing Overview****(Information for Annex 1 of the SCCs)****A. LIST OF PARTIES****Data exporter(s):**

Name:	<i>The Sky entity named in the Agreement.</i>
Address:	<i>As set out in the Agreement.</i>
Contact person's name, position and contact details:	<i>As set out in the Agreement.</i>
Activities relevant to the data transferred under these Clauses:	<i>As set out in the Agreement.</i>
Role (controller/processor):	<i>As set out in the Agreement.</i>

Data importer(s):

Name:	<i>The entity named in the Agreement.</i>
Address:	<i>As set out in the Agreement.</i>
Contact person's name, position and contact details:	<i>As set out in the Agreement.</i>
Activities relevant to the data transferred under these Clauses: [<i>As set out in the Agreement.</i>
Role (controller/processor):	<i>As set out in the Agreement.</i>

B. DESCRIPTION OF TRANSFER ("RELEVANT PERSONAL DATA")

Categories of data subjects whose personal data is transferred	<i>As set out in the Agreement.</i>
Categories of personal data transferred	<i>As set out in the Agreement.</i>
Sensitive data transferred (if applicable)	<i>As set out in the Agreement.</i>
For sensitive data (if applicable): 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	<i>The applicable security measures set out in the Agreement.</i>
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).	<i>As set out in the Agreement or as otherwise agreed between the Parties.</i>

Nature of the processing	<i>As set out in the Agreement.</i>
Purpose(s) of the data transfer and further processing	<i>As set out in the Agreement.</i>
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	<i>As set out in the Agreement or as otherwise agreed between the Parties.</i>
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.	<i>As set out in the Agreement or as otherwise agreed between the Parties.</i>

C. COMPETENT SUPERVISORY AUTHORITY

Competent supervisory authority (in accordance with Clause 13)	<i>The competent supervisory authority in the jurisdiction where the relevant Sky entity is established.</i>
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Annex 3

Technical and Organisational Security Measures

(Information for Annex 2 of the SCCs)

**TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL
MEASURES TO ENSURE THE SECURITY OF THE DATA**

As set out in the Agreement.