

Supplier Data Processing Agreement (“SDPA-P”)

Version 27 September 2021

1. Scope, Order of Precedence and Term

Spredly, Inc. (“**Supplier**”) has been engaged to provide services that include the Processing of Personal Information (as defined below) of Oracle’s employees, customers and/or partners (“**Services**”) for Oracle America, Inc. and/or its ultimate parent company (“**Oracle Corporation**”), and any direct and indirect subsidiaries and affiliates and any successors in interest of Oracle Corporation.

In performing the Services, Supplier agrees to comply with this Supplier Data Processing Agreement (“**SDPA-P**”) which forms an integral part of the underlying services contract by and between Supplier and Oracle (“**Services Contract**”), which together with this SDPA-P, constitutes the parties’ “**Agreement**”. Other than the addition of the changes below, the terms and conditions of the Services Contract shall remain unchanged and in full force and effect; however, this SDPA-P shall replace any prior Supplier Data Processing Agreement or other applicable data processing terms between Supplier and Oracle under the Services Contract. In the event of a conflict or inconsistencies between (i) the Services Contract or any of the standards and policies referenced in this SDPA-P such as the OSSS or the OSCoE (as identified in Section 3.2 below), and (ii) this SDPA-P, this SDPA-P prevails. Capitalized terms not otherwise defined herein have the meaning set out in the Services Contract or Applicable Data Protection Law.

2. Data Processing

With respect to Personal Information Processed by Supplier as part of the Services, Supplier shall, and shall ensure that any person Processing Personal Information on Supplier’s behalf, shall:

- 2.1. Process Personal Information only to deliver the Services on Oracle’s documented instructions in compliance with Applicable Data Protection Law. The Supplier shall not Process Personal Information for any other purpose including for its own commercial benefit.
- 2.2. Ensure that persons authorized to process the Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 2.3. Prior to Supplier engaging any Subprocessor, Supplier shall provide Oracle with at least fourteen (14) days’ written notice to object to any Subprocessor. If Oracle reasonably objects to the involvement of the third party, the parties will work in good faith to find a solution to address the reasonable grounds of Oracle’s objection within a reasonable period of time. In the event the parties are unable to find a solution, notwithstanding any termination rights under the Agreement, Oracle may terminate the affected Services or portions thereof or the Agreement, in its sole discretion and without liability. Oracle shall also be entitled to a prorated refund of any unused Services Fees.

If Oracle does not object, Subprocessor shall be deemed an Authorized Processor. Such Subprocessor must enter into a written agreement with the Supplier at least as restrictive as this SDPA-P (the “**Terms**”) prior to Processing any Personal Information. Supplier shall provide such Terms to Oracle promptly upon request, and Oracle may share such Terms with its customers (where

required by contract) and/or a supervisory authority competent for Oracle or the relevant customers of Oracle (“**Competent Supervisory Authority**”). Supplier shall remain responsible for all actions by the Authorized Subprocessor with respect to the Processing of Personal Information and shall reasonably assess the Authorized Subprocessor’s compliance with its obligations.

Supplier shall also publish on its public website (i) an overview of any Authorized Subprocessors, (ii) the Processing activities subcontracted to such Authorized Subprocessors and (iii) their locations. Any updates to this list of Authorized Subprocessors must be separately provided to Oracle in writing in accordance with the process set out in 2.3 above.

- 2.4. In the event that Supplier collects Personal Information directly from Individuals on behalf of Oracle (or its customers), comply with Oracle’s reasonable instructions to obtain any required consents and provide any required notices to Individuals on Oracle’s behalf.
- 2.5. Taking into account the nature of Processing, provide reasonable assistance to Oracle for the fulfillment of Oracle’s obligations to respond to Individuals’ or Oracle’s requests for exercising data subject rights within a reasonable time but at the latest within the time limits prescribed by Applicable Data Protection Law.
- 2.6. Cooperate and assist Oracle or its customers and take steps reasonably requested to comply with any registration or other obligations applicable to Oracle and/or its customers under Applicable Data Protection Law.
- 2.7. At Oracle’s sole discretion, return or delete Personal Information pursuant to the OSSS in Section 3.2 below after the termination of the Services Contract or upon Oracle’s request.

3. Security of Processing and Incident Management

- 3.1. Supplier shall implement and maintain appropriate technical and organizational measures designed to protect Personal Information against any misuse, accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, acquisition or access in compliance with Applicable Data Protection Law, including the use of industry-recognized security standards such as ISO 27001 or similar standards where appropriate.
- 3.2. In particular, Supplier shall comply with the IT, physical and environmental and Human Resources security, confidentiality, training, compliance and audit, business continuity and disaster recovery, and Security Incident and reporting requirements set out in the Oracle Supplier Information and Physical Security Standards, including any relevant appendices referenced therein (“**OSSS**”) and with the Oracle Supplier Code of Ethics and Business Conduct (“**OSCoE**”). In order to address evolving business risks, security standards and regulatory compliance requirements, Oracle may update the OSSS and/or OSCoE at its discretion. Suppliers are advised to consult the most recent versions of the OSSS and OSCoE on <http://www.oracle.com/corporate/supplier/index.html>.
- 3.3. Supplier shall also:
 - (a) Keep databases containing Personal Information segregated from other Supplier Personal Information using logical access restrictions;
 - (b) Log all access to Personal Information, with information identifying the user accessing or seeking access to such Personal Information, when it was accessed (date and time), and whether the access was authorized or denied; and

- (c) Maintain audit trails designed to detect and respond to Security Incidents, including logging atypical events (for example, access to Personal Information by unauthorized persons). These audit trails must be maintained at least for one (1) year or the time period prescribed by law, whichever is longer.
- 3.4. Pursuant to Applicable Data Protection Law and the additional requirements set out in the OSSS, Supplier shall implement and maintain appropriate and documented Security Incident procedures and policies designed to (i) detect, analyze, monitor and resolve Security Incidents; and (ii) without undue delay but at the latest within twenty four (24) hours of any Security Incident, report such Security Incidents to Oracle. Such report shall contain a detailed description of the nature of the Security Incident, categories and approximate number of Personal Information records and Individuals concerned, name and contact details of a contact point where more information can be obtained, likely consequences of the Security Incident, and measures to address the Security Incident.

4. Documentation and Audit Rights

- 4.1. Supplier shall maintain readily available information and records regarding the structure and functioning of all systems and processes that Process Personal Information under the Agreement (e.g., inventory of systems and processes). Such information shall include at least a description of (i) Supplier name and contact details, and data protection officer where applicable, (ii) the categories of Processing activities performed on behalf of Oracle, (iii) if applicable, the countries to which Transfers occur, (iv) if applicable, the identity of any Authorized Subprocessors and the Processing activities subcontracted to such Authorized Subprocessors, and (v) the technical and organizational measures designed to protect Personal Information against any misuse, accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, acquisition, or access.
- 4.2. Supplier (or its authorized third party auditor) shall regularly audit business processes and procedures that involve the Processing of Personal Information under the Agreement for compliance with the Agreement. A copy of the audit results shall be provided free of charge to Oracle upon Oracle's request.
- 4.3. Supplier shall complete a security and privacy assessment questionnaire related to Services, upon Oracle's written request. Such a questionnaire may include questions seeking confirmation of compliance with the Agreement and Applicable Data Protection Law. Upon request by Oracle, Supplier will also supply a copy of its and its Authorized Subprocessors most recent third party audit report or attestation, such as an ISO 27001, SOC report, NIST or similar assessment, if Supplier has had such an assessment which may be shared with Oracle Affiliates, customer or any relevant Supervisory Authority. If, after the original security questionnaire assessment, Oracle determines that further assessment is warranted, Oracle may request, no more than once per year and with thirty (30) days prior written notice, an assessment with a scope to be mutually agreed to related to the Services provided. During such an assessment, Oracle may examine Systems related to specific Services performed, to the extent that such review does not compromise Supplier's confidentiality obligations to other clients. Supplier will also ensure that such audits or assessments confirm Authorized Subprocessors' obligations with the terms of the Agreement.
- 4.4. If relevant to the Agreement with Oracle, Supplier shall cooperate and assist with any inquiry or audit by relevant customers of Oracle (or a qualified independent third party auditor selected by such customer), or a regulatory authority, in the event of a security incident or otherwise required under applicable law.

- 4.5. In addition, Supplier shall make available to Oracle all information necessary to demonstrate compliance with the obligations laid down in this Section, the Terms and any other additional safeguard mechanisms as required under the Applicable Data Protection Law.
- 4.6. If additional Processing (including Transfer) requirements are necessary for any specific jurisdiction in order for the Processing by Supplier or its Authorized Subprocessors to be compliant with Applicable Data Protection Law, Supplier and Oracle shall negotiate in good faith to amend this Agreement to include such requirements and implement these provisions accordingly.

5. Legal Requests, Notifications, Safeguards and Remedies

- 5.1. Unless expressly prohibited from doing so by applicable law, Supplier shall promptly notify Oracle before taking any action and act only upon Oracle's instructions concerning: (i) any requests for disclosure of Personal Information by law enforcement, state security bodies or other public authorities ("**Authority**"); (ii) any request by an Authority for information concerning the processing of Personal Information or other confidential information in connection with the Agreement; and (iii) any complaints or requests received directly from an Individual concerning his/her Personal Information.
- 5.2. Supplier will, in any case, assess each request for disclosure by an Authority to establish whether it is legally valid and binding on Supplier. Any request that is not legally valid or binding on Supplier will be resisted in accordance with applicable law. Supplier shall in, any case, request the Authority to put the request received on hold for a reasonable delay in order to enable Oracle and/or its customers to contact the Competent Supervisory Authority for an opinion on the validity of the relevant disclosure. If the suspension and/or notification of the request for disclosure is prohibited, such as in case of a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, Supplier will request the Authority to waive this prohibition and will document that it has made this request. In any event, Supplier will, on Oracle's request but at least on an annual basis provide to Oracle (which Oracle may further share with customer and possibly a Competent Supervisory Authority) general information on the number and type of requests for disclosure of Personal Information Processed under the Agreement and received in the preceding 12 (twelve)-month period.
- 5.3. Supplier will promptly inform Oracle if it (i) has a reason to believe that it is unable to comply with any of its obligations under the Agreement and it cannot cure this inability to comply within a reasonable time frame; (ii) becomes aware of any circumstances or change in Applicable Data Protection Law, that is likely to prevent it from fulfilling its obligations under the Agreement; or (iii) has reason to believe that any instructions of Oracle regarding the Processing of Personal Information would violate Applicable Data Protection Law.
- 5.4. Supplier shall promptly take adequate steps to remedy any noncompliance with the Agreement and/or Applicable Data Protection Law regarding the Processing of Personal Information by Supplier and any Authorized Subprocessor. Oracle will have the right to temporarily restrict or suspend the relevant Processing (or parts thereof) under the Agreement until the noncompliance is remedied. To the extent remediation is not possible or unduly delayed, Oracle may terminate the Agreement in whole or in part, without liability or compensation to Supplier being due and without prejudice to other remedies that may be available to Oracle under applicable law.

6. Transfers of Personal Information

- 6.1. **Restricted transfers from EEA and Switzerland.** This Section applies solely when the Processing of Personal Information by Supplier or its Authorized Subprocessors involves a Transfer from a

Member State within EEA or Switzerland to Supplier or its Authorized Subprocessors (i) located outside the EEA or Switzerland and (ii) not covered by an Adequacy Decision.

(a) **Oracle as Data Controller.** Where Oracle Processes Personal Information for its own purposes as Data Controller, one of the following will apply:

1. **Supplier BCR-P.** Where the Transfer to Supplier is covered by Supplier's authorized Binding Corporate Rules for Processors, Supplier represents, warrants, and covenants (i) that it will maintain its European authorization of its Binding Corporate Rules for Processors for the duration of the Agreement, (ii) to promptly notify Oracle of any subsequent material changes in such authorization, and (iii) to downstream any of its obligations under its Supplier Binding Corporate Rules for Processors to Authorized Subprocessors by entering into an appropriate onward transfer agreement with any such Authorized Subprocessor; or
2. **Controller to Processor EU Model Clauses.** An unmodified set of EU Model Clauses of which the body is incorporated by reference to this Agreement and the Appendices are attached as Module 2 (**Appendix 1 to the Supplier Data Transfer Addendum**).

(b) **Oracle as Data Processor.** Where Oracle, as a Data Processor, Processes Personal Information on behalf of its customers, such Personal Information may (depending on the relevant customer agreement) have been Transferred to Oracle or an Oracle Affiliate outside of EEA or Switzerland under (i) the Oracle BCR-P, or (ii) EU Model Clauses between Oracle (and its Affiliates) and the customer. As the Processing by Supplier and its Authorized Subprocessors may involve Personal Information covered by either of these Transfer Mechanisms, the following applies as applicable:

1. **Oracle BCR-P.** Supplier agrees, and shall ensure that its Authorized Subprocessors agree, that where Supplier or any of its Authorized Subprocessors fails to fulfill their data protection related obligations under the Agreement and an Individual has a claim against Oracle or its customer with respect to such violation, but is unable to enforce the claim against Oracle or its customer, because Oracle and/or its customer have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed their entire legal obligations by contract or by operation of law, the Individual can enforce the data protection related obligations of the Agreement against Supplier and/or Authorized Subprocessor as third-party beneficiaries and that the Individual may, at his or her choice, submit a claim against Supplier and/or the Authorized Subprocessor to the Competent Supervisory Authority or courts in the country of origin of the data Transfer. The parties agree that in such case the relevant Individual shall be entitled to receive compensation for the damage suffered as a result of any breach of the obligations of Supplier and/or its Authorized Subprocessors under the Agreement.
2. **Processor to Processor EU Model Clauses.** Supplier enters into an unmodified set of EU Model Clauses of which the body is incorporated by reference to this Agreement and the Appendices are attached as Module 3 (**Appendix 2 to the Supplier Data Transfer Addendum**).

- 6.2. **Restricted Transfers from the United Kingdom.** When the Processing of Personal Information by Supplier or its Authorized Subprocessors involves a Transfer from the United Kingdom to Supplier or its Authorized Subprocessors (i) located outside the United Kingdom and (ii) not covered by an Adequacy Decision, such Transfers are subject to the terms of the EU Model Clauses 2010/87/EU of 5 February 2010, or any successor UK Model Clauses which shall be incorporated herein by this reference and will be effective on the date upon which such UK Model Clauses become effective (**Appendix 3 to the Supplier Data Transfer Addendum**).
- 6.3. **Restricted Transfers from Argentina.** This Section applies solely when the Processing of Personal Information by Supplier or its Authorized Subprocessors involves a Transfer from Argentina to Supplier or its Authorized Subprocessors located outside Argentina. Such Transfers will be governed by an unmodified set of Argentine Model Clauses of which the body is incorporated by reference to this Agreement (**Appendix 4 to the Supplier Data Transfer Addendum**).
- 6.4. **Restricted Transfers from Other Jurisdictions.** In addition to any applicable requirements under Section 7 below, transfers from other jurisdictions globally that have Transfer restrictions are subject to the terms of this SDPA-P and the Supplier Transfer Addendum as applicable, including any data protection and security policies referenced herein.
- 6.5. **Additional Safeguards and Remedies.** Oracle and Supplier will review any supplemental measures, which may be required based on applicable European Data Protection Law for the transfer of Personal Information to countries that do not offer an adequate level of protection. Oracle and Supplier will work together in good faith to find a mutually acceptable resolution to address such request, including but not limited to reviewing technical documentation for the Services, and discussing additional available technical safeguards and security services.
- 6.6. **Additional Controller Rights.** Supplier will provide Oracle with a copy of the relevant Transfer Mechanism and/or Terms and any other additional safeguard mechanisms as required under the Applicable Data Protection Law promptly upon request. Oracle will have the right to terminate the Agreement, in accordance with Section 5.4 above if the approved Transfer Mechanism is invalidated and no alternative approved Transfer Mechanism is put in place or when the related Terms are not adequate or not put into place.

7. Additional Country-Specific Terms

- 7.1. If the Supplier Processes Protected Health Information (“**PHI**”) as defined by the U.S. Health Insurance Portability and Accountability Act (“**HIPAA**”) shall execute a Business Associate agreement with Oracle and shall implement the applicable safeguards and processes for the handling of PHI that are specified in the HIPAA Privacy and Security Rules.
- 7.2. If the Supplier Processes Personal Information pursuant to the California Consumer Privacy Act (“**CCPA**”), Supplier agrees it will not retain, use, or disclose Personal Information for any purpose other than as set out in the Agreement. Such Processing does not constitute a Sale. These CCPA terms do not limit or reduce any data protection commitments Supplier makes to Oracle in this SDPA-P or the Agreement.

8. Key Definitions

“**Adequacy Decision**” means a decision issued by the European Commission or equivalent Supervisory

Authority of other countries where the country has been determined to have adequate level of data protection under Applicable Data Protection Law.

"Affiliate" means, as to any entity, any other entity that, directly or indirectly, controls, is controlled by or is under common control with such entity.

"Applicable Data Protection Law" means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under the Agreement.

"Binding Corporate Rules", "BCR", "Data Controller", "Process", "Processing" and "Data Processor", or their equivalent terms have the meanings set out under Applicable Data Protection Law.

"BCR-P" means Binding Corporate Rules for Data Processors.

"Europe" means the European Economic Area (EEA) and for the purpose of this Agreement, also Switzerland and the United Kingdom (unless otherwise expressly indicated).

"EU Model Clauses" means the standard contractual clauses adopted by the European Commission on 04 June 2021 for the transfer of Personal Information from data controllers located in the European Union to data controllers or data processors established outside the European Union or European Economic Area.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Individual" means a data subject or similar term as defined under Applicable Data Protection Law and any identified or identifiable individual about whom Personal Information may be Processed under the Agreement.

"Oracle" and **"Supplier"** mean the entities that have executed this SDPA-P and the Agreement.

"Personal Information" means any information recorded in any form relating to an Individual or as otherwise defined under Applicable Data Protection Law.

"Security Incident" means misappropriation or unauthorized Processing of Personal Information that may affect the confidentiality, security, integrity or availability of the Personal Information.

"Special Personal Information" means any of the following types of Personal Information: (i) social security number, taxpayer identification number, passport number, driver's license number or other government-issued identification number; or (ii) credit or debit card details or financial account numbers, with or without any code or password that would permit access to the account; credit history; or (iii) information on race, religion, ethnicity, sex life or sexual orientation, medical or health information, genetic or biometric information, biometric templates, political opinions, religious or philosophical beliefs, political party or trade union membership, background check information, judicial data such as criminal records or information on other judicial or administrative proceedings; (iv) data of children below the age of 16 years; or (v) any other category of Personal Information identified as special or sensitive under Applicable Data Protection Law.

"Systems" the facilities, systems, procedures, policies and processes used by the Supplier to Process of Personal Information under the Agreement.

"Transfer" means the access by, transfer or delivery to, or disclosure of Personal Information to a person, entity or system located in a country or jurisdiction other than the country or jurisdiction from where the Personal Information originated.

"Transfer Mechanism(s)" means Binding Corporate Rules, EU Model Clauses and any other transfer mechanism required to undertake a Transfer.

The effective date of this SDPA-P is September 26, 2022

Speedly, Inc.
By: Justin Benson
6793B5D8B8EC48E...
Name (Print): Justin Benson
Title: CEO
Signature Date: 04-Oct-2022 | 2:41 PM PDT

Oracle America, Inc.
By: Scott Clemmer
6F46CDC8B65A420...
Name (Print): Scott Clemmer
Title: Director, Global Procurement
Signature Date: 04-Oct-2022 | 2:45 PM PDT

Supplier Data Transfer Addendum

Appendix 1

EU Standard Contractual Clauses for Controller to Processor Transfers (Module 2)(“Clauses”)

Preamble

1. The unmodified set of the Clauses identified as corresponding to Module 2 in the Implementation Decision adopted by the Commission on June 4th, 2021, of which body is incorporated by reference to this Appendix 1 and the annexes are attached as specified under Section 5 below, applies to the Processing of Personal Information by the Supplier in its role as a Processor as part of the provision of Services under the Agreement, between the Supplier and Oracle, where such Personal Information is processed by the Supplier and/or a Supplier Affiliate in a third country outside the EU/EEA that has not received an adequacy finding under Applicable European Data Protection Law.
2. Only to the extent applicable with regards to the processing of Swiss Personal Information, the Parties wish to clarify that (1) references to EU member states in these Clauses shall not be interpreted in such a way that data subjects in Switzerland are excluded from exercising their rights at their habitual residence in Switzerland, (2) these Clauses also protect data pertaining to legal entities as long as the Swiss Federal Act of 19 June 1992 on Data Protection, as amended, including the Ordinance to the FADP, remain in force; and that (3) the Swiss Regulator is the competent authority for the purposes of the Agreement.
3. The Parties wish to establish safeguards for their data transfers outside of the EU/EEA and Switzerland in consideration of the Court of Justice of the European Union Schrems II ruling of 16 July 2020 (Case C-311/18), and therefore the Services Contract describe supplementary measures to address such safeguards.
4. The parties agree to the following modifications in relation to the body of the Clauses:
 - a) The parties agree to use option 1 identified under Section 17 of the Clauses and further chose Ireland as governing law for the Clauses.
 - b) The parties agree to modify Clause 18 Subsection (b) by adding Ireland as choice of forum and jurisdiction.
5. The following annexes specified below shall be incorporated and considered part of this Appendix 1:
 - Annex I (includes the List of Parties, Description of Transfer, and Competent Supervisory Authority)
 - Annex II - Technical and organisational measures including technical and organisational measures to ensure the security of the data
 - Annex III - List of sub-processors

This Annex has already been completed. Additional modifications are not required.

ANNEX I to the Clauses

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: The Oracle contracting entity identified in the Services Contract.

Address: The address for the Oracle contracting entity identified in the Services Contract.

Contact person's name, position and contact details:

Refer to Section 3 of the Oracle Services Privacy Policy, available at:
<https://www.oracle.com/legal/privacy/services-privacy-policy.html#1-6>

Activities relevant to the data transferred under these Clauses: The Services as defined in the Services Contract.

Signature and date: Signature and date is effective as of the date of the Services Contract

Role (controller/processor): Processor (for the Processor to Processor Clauses)

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: The Supplier identified in the Services Contract.

Address: The address for the Supplier entity identified in the Services Contract.

Contact person's name, position, and contact details: The Supplier contact details identified in the Services Contract.

Activities relevant to the data transferred under these Clauses: The Services as defined in the Services Contract.

Signature and date: Signature and date is effective as of the date of Services Contract

Role (controller/processor): Processor (for the Processor to Processor Clauses)

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Employees, including temporary and prospective employees, relatives, guardians and associates of the data subject, existing and prospective customers, suppliers, visitors or registrants at offices, web sites and/or events, employees of corporate business associates (e.g., resellers of company products and services), advisors, consultants and other professional experts, and/or other categories as set out in the relevant Services Contract.

Categories of personal data transferred

Personal contact details including name, home address, home telephone or mobile number, fax number, email address, and passwords, family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children, employment details including employer entity name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, and business contact details, results from background checks, administrative, audit, accounting and financial information, including tax information and bank details, information gathered in connection with investigations such as video footage and ID badge records, network, computer, email and phone or other communications or messaging systems, logs, data and files, including network traffic data and domain names of websites visited, emails and files stored in company workspaces, imaging and forensic analysis of computing resources and any data stored on those resources, personal data about individuals named in legal matters or correspondence, or provided in connection with the provision of legal, banking, audit and/or financial services, including for conflict checking and billing purposes, financial details, goods and services provided, browser and device information, data collected through automated electronic interactions, application usage data, demographic information, geographic or geo-location information, and/or other data as set out in the relevant Services Contract.

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.

Special Personal Information as necessary to perform the Services as more fully described in the relevant Services Contract.

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

Throughout the term of the Agreement, personal data may be transferred on a continuous basis.

Nature of the processing

Processing operations are limited to the extent necessary to provide the services as specified under the Agreement.

Purpose(s) of the data transfer and further processing

Data Importer shall solely process Personal Data for the provision of the services to be provided under the Services Agreement, and shall not process and use Personal Data for purposes other than those set forth in the Agreement, as instructed by Data Exporter or as required by law.

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

Personal data will be retained for the duration of the services under Agreement.

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

See section on subprocessors in the Services Contract

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13.

Irish Data Protection Commission

ANNEX II to the Clauses

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

As set out in the Services Contract.

[Note: Modifications to this Annex are not required – leave this page blank.]

ANNEX III to the Clauses

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).

The controller has authorised the use of the following sub-processors:

1. Name: Auth0

Address: 10800 NE 8th Street Suite 700 Bellevue WA 98004

Contact person's name, position, and contact details: Jen Wesselhoeft, Corporate Account Manager, jennifer.wesselhoeft@okta.com

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Spreedly direct customer portal login

2. Name: AWS

Address: 410 Terry Avenue North, Seattle, WA 98109

Contact person's name, position, and contact details: Naman Verma, Lead Cloud Data Engineer, namanv@amazon.com

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Cloud Data Processing

3. Name: FiveTran

Address: 1221 Broadway Floor 20 Oakland, CA 94612

Contact person's name, position, and contact details: Sean Daugherty, Senior Customer Success Manager, sean.daugherty@fivetran.com

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): SaaS data integration service

4. Name: FIS/Global/Vantiv

Address: The Walbrook Building, 25 Walbrook, London, EC4N 8AF, United Kingdom

Contact person's name, position, and contact details: William Clements, Senior Engineer, William.Clements@fisglobal.com

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Account updater service

5. Name: Looker

Address: 1600 Amphitheatre Parkway Mountain View, CA 94043

Contact person's name, position, and contact details: Emily Taylor, Engagement Manager, emilytaylor@google.com

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Business intelligence and visualization for analytics

6. Name: Slack

Address: 500 Howard Street San Francisco, CA 94105

Contact person's name, position, and contact details: Jude Armson, Account Manager, jarmson@salesforce.com

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Private Customer Communication

7. Name: Snowflake

Address: Suite 3A, 106 East Babcock Street, Bozeman, Montana 59715

Contact person's name, position, and contact details: Matthew Joss, Territory Account Executive, matthew.joss@snowflake.com

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Data Warehousing

8. Name: Zendesk

Address: 1019 Market Street San Francisco, CA 94103

Contact person's name, position, and contact details: Lucas Petrin, Account Manager, lucas.petrin@zendesk.com

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Inbound customer support and help center/community

See section on subprocessors in the Services Contract

Data Importer authorized by:

By: Justin Benson
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Name (Print): Justin Benson

Title: CEO

Signature Date: 04-Oct-2022 | 2:41 PM PDT

Data Exporter authorized by:

By: Scott Clemmer
6F46CDC8B65A420...

Name (Print): Scott Clemmer

Title: Director, Global Procurement

Signature Date: 04-Oct-2022 | 2:45 PM PDT

Appendix**EU Standard Contractual Clauses for Processor to Processor Transfers
(Module 3) (“Clauses”)****Preamble**

1. The unmodified set of the Clauses of which body is incorporated by reference to this Appendix 2 and the annexes are attached as specified under Section 5 below, identified as corresponding to Module 3 in the Implementation Decision adopted by the Commission on June 4th, 2021, applies to the Processing of Personal Information by the Supplier in its role as a Processor as part of the provision of Services under the Agreement between the Supplier and Oracle, where such Personal Information is processed by the Supplier and/or a Supplier Affiliate in a third country outside the EU/EEA that has not received an adequacy finding under Applicable European Data Protection Law.
2. Only to the extent applicable with regards to the processing of Swiss Personal Information, the Parties wish to clarify that (1) references to EU member states in these Clauses shall not be interpreted in such a way that data subjects in Switzerland are excluded from exercising their rights at their habitual residence in Switzerland, (2) these Clauses also protect data pertaining to legal entities as long as the Swiss Federal Act of 19 June 1992 on Data Protection, as amended, including the Ordinance to the FADP, remain in force; and that (3) the Swiss Regulator is the competent authority for the purposes of the Agreement.
3. The Parties wish to establish additional safeguards for their data transfers outside of the EU/EEA and Switzerland in consideration of the Court of Justice of the European Union Schrems II ruling of 16 July 2020 (Case C-311/18), and therefore the Services Contract describe supplementary measures to address such safeguards.
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 - a) The parties agree to use option 1 identified under Section 17 of the Clauses and further chose Ireland as governing law for the Clauses.
 - b) The parties agree to modify Clause 18 Subsection (b) by adding Ireland as choice of forum and jurisdiction.
5. The following annexes as specified in Appendix 1 above shall be incorporated and considered part of this Appendix 2:
 - Annex I (includes the list of Parties, Description of Transfer, and Competent Supervisory Authority)
 - Annex II - Technical and organisational measures including technical and organisational measures to ensure the security of the data
 - Annex III - List of sub-processors
6. The Clauses apply as of the Effective Date of the Agreement, and will automatically terminate upon the end of the Services Period of the respective Agreement or until replaced by any other Transfer Mechanism, whichever comes first.

Appendix

EU Standard Contractual Clauses as supplemented by the UK International Data Transfer Addendum ("UK Clauses") in accordance with the UK GDPR and UK Data Protection Act

1. An unmodified set of the Clauses set out in Appendices 1 and 2, and supplemented with the UK's International Data Transfer Addendum ("UK Addendum" and collectively, the "UK Clauses"), , applies to the Processing of Personal Information by the Supplier in its role as a Processor as part of the provision of Services under the Agreement, between the Supplier and Oracle, where such Personal Information is processed by the Supplier and/or a Supplier Affiliate in a third country outside the United Kingdom that has not received an adequacy finding from the ICO or another competent UK Regulator of Oracle acting as a data exporter to the Supplier acting as data importer.
2. The parties wish to clarify that:
 - (i) The content required in Tables 1 and 3 of the UK Addendum shall correspond to the respective content in the annexes of the EU Clauses, as supplemented by the Services Contract.
 - (ii) The selectable and optional provisions agreed set out in the Preamble to the Clauses shall be mirrored into Table 2 of the UK Addendum.
 - (iii) The UK Clauses shall be governed by the laws of England and Wales.
 - (iv) The Mandatory Clauses of the UK Addendum shall automatically be incorporated into the Services Contract.

Appendix**Annex A to Argentine Model Clauses****Titulares de los datos**

Los datos personales transferidos se refieren a las siguientes categorías de titulares de los datos:

Consulte *La descripción de la transferencia* adjunta.

Características de los datos

Los datos personales transferidos se refieren a las siguientes categorías de datos:

Consulte *La descripción de la transferencia* adjunta.

Tratamientos previstos y finalidad

Los datos personales transferidos serán sometidos a los siguientes tratamientos y finalidades:

Consulte *La descripción de la transferencia* adjunta.

Data owners

The personal data transferred concern the following categories of data owners:

Please refer to the attached "Description of Transfer" document(s)

Characteristics of the data

The personal data transferred concern the following categories of data:

Please refer to the attached "Description of Transfer" document(s)

Purpose of the data processing to be conducted:

The transferred personal data will be subject to the following processing and purposes:

Please refer to the attached "Description of Transfer" document(s)

Data Importer

DocuSigned by:
By: Justin Benson
6793B5D8B8EC48E...

Name (Print): Justin Benson

Title: CEO

Company: Speedly, Inc.

Address and Country of Establishment: 300 Morris Street, Suite 400, Durham, NC 27701 USA

Certificate Of Completion

Envelope Id: D9DF2FAC7EDE41F28FDE7D4157FDAE4E

Status: Completed

Subject: Complete with DocuSign: Supplier Data Processing Agreement 9.26.22 FINAL (clean) (1)[32].pdf

Source Envelope:

Document Pages: 18

Signatures: 5

Envelope Originator:

Certificate Pages: 2

Initials: 0

Nicholas Lacina

AutoNav: Enabled

500 Oracle Pkwy

Enveloped Stamping: Disabled

Redwood City, CA 94065-1675

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

nicholas.lacina@oracle.com

IP Address: 137.254.7.169

Record Tracking

Status: Original

Holder: Nicholas Lacina

Location: DocuSign

10/4/2022 9:12:07 AM

nicholas.lacina@oracle.com

Signer Events

Justin Benson

justin@spredly.com

CEO

Spredly

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott Clemmer

scott.clemmer@oracle.com

Director, Global Procurement

Oracle America, Inc.

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Cindy Horner

cindy.horner@oracle.com

Oracle America, Inc.

Security Level: Email, Account Authentication
(None)**COPIED**

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Viewed: 10/4/2022 9:20:46 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp**

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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/4/2022 2:45:34 PM
Completed	Security Checked	10/4/2022 2:45:34 PM
Payment Events	Status	Timestamps