



## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) is entered into between Retool Inc., a Delaware corporation with offices at 1550 Bryant Street, San Francisco, CA 94103 on behalf and as agent for its Affiliates (as defined below) (“**Retool**”) and the Customer identified in the relevant Order Form (“**Customer**”) (each a “**Party**” and together the “**Parties**”). This DPA is supplemental to, and forms part of, the [Customer Terms of Service](#) or other written agreement between Retool and Customer (in either case, the “**Agreement**”). This DPA has been pre-signed on behalf of Retool and becomes legally binding upon receipt by Retool of the validly completed DPA (the “**DPA Effective Date**”).

### 1 DEFINITIONS

1.1 In this Agreement, the following terms have the following meanings:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Applicable EU Law**” means any law of the European Union (or the law of one or more of the Member States of the European Union) (the “**EU**”) and, for the avoidance of doubt, includes Data Protection Laws.

“**Authorised User**” has the meaning given to that term in the Agreement.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Controller Affiliate**” means any of the Customer’s Affiliate(s) (as that term is defined in the Agreement) that (a) (i) are subject to Data Protection Laws and (ii) permitted to use the Services pursuant to the Agreement between the Customer and Retool, but have not signed their own Order Form and are not a “Customer” as defined under the Agreement, (b) if and to the extent Retool processes Relevant Personal Data for which such Customer Affiliate(s) qualify as the Controller.

“**Controller to Processor Clauses**” means the module of the Standard Contractual Clauses that applies to transfers from a controller to a third country processor, which shall be applied as follows:

- a) for Restricted Transfers subject to European Data Protection Laws, the Controller to Processor Clauses in the EEA SCCs shall apply;
- b) for Restricted Transfers subject to Swiss Data Protection Laws, the Controller to Processor Clauses in the Swiss SCCs shall apply; and
- c) for Restricted Transfers subject to UK Data Protection Laws, the Controller to Processor Clauses in the UK SCCs shall apply.

“**Custom App**” has the meaning given to that term in the Agreement.

“**Customer Data**” has the meaning given to that term in the Agreement.

“**Data Protection Laws**” means all data protection and privacy laws applicable to the respective Party in its role in the Processing of Relevant Personal Data under the Agreement, which may include, without limitation, European Data Protection Laws, Swiss Data Protection Laws, US Data Protection Laws, and UK Data Protection Laws.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

**“Data Subject Request”** means any request from a Data Subject to exercise the rights afforded to the Data Subject under Data Protection Laws in respect of Relevant Personal Data, including, as applicable, the following rights: access, rectification, restriction of Processing, erasure (**“right to be forgotten”**), data portability, objection to the Processing, or the right to not be subject to an automated individual decision making.

**“Database”** has the meaning given to that term in the Agreement.

**“EEA”** means the European Economic Area.

**“EEA SCCs”** means the clauses adopted pursuant to the European Commission's decision (2021/914) of 4 June 2021 on Standard Contractual Clauses for the transfer of personal data to Processors established in third countries which do not ensure an adequate level of data protection pursuant to Regulation (EU) 2016/679.

**“European Data Protection Laws”** means all data protection, privacy and security laws in the EU that are applicable to either Party in its role in the Processing of Relevant Personal Data under the Agreement: (a) the GDPR; (b) the European Union e-Privacy Directive 2002/58/EC as implemented by countries within the EEA; and/or (c) other laws that are similar, equivalent to, successors to, or that are intended to or implement the laws that are identified in (a) and (b) above.

**“GDPR”** means the 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).

**“Instructions”** means any reasonable instructions provided by Customer (e.g., via email or support tickets) under this DPA that are consistent with the terms of the Agreement.

**“Order Form”** has the meaning given to that term in the Agreement.

**“Personal Data”** means any data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under Data Protection Laws.

**“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, recording, organisation, 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 that Processes Personal Data on behalf of the Controller.

**“Processor to Processor Clauses”** means the module of the Standard Contractual Clauses that applies to transfers from a processor to a third country processor, which shall be applied as follows:

- a) for Restricted Transfers subject to European Data Protection Laws, the Processor to Processor Clauses in the EEA SCCs shall apply;
- b) for Restricted Transfers subject to Swiss Data Protection Laws, the Processor to Processor Clauses in the Swiss SCCs shall apply; and
- c) for Restricted Transfers subject to UK Data Protection Laws, the Processor to Processor Clauses in the UK SCCs shall apply.

**“Non-Retool Products”** has the meaning given to that term in the Agreement.

**“Relevant Personal Data”** means any Personal Data that is comprised in Customer Data.

**“Regulator Correspondence”** means any correspondence or communication received from a Supervisory Authority or other regulatory authority relating to Relevant Personal Data.

**“Restricted Transfer”** means: (a) any transfer of Relevant Personal Data Processed under this DPA; (b) from the EU, the EEA, the United Kingdom or Switzerland; (c) to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws; and (d) subject to Data Protection Laws.

**“Retool Group”** means Retool and its Affiliates engaged in the Processing of Relevant Personal Data.

**“Security Practices Page”** means Retool’s Security Practices Page, as updated from time to time, and currently accessible at <https://docs.retool.com/docs/security>.

**“Security Incident”** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Relevant Personal Data.

**“Services”** has the meaning given to that term in the Agreement.

**“Standard Contractual Clauses”** means the EEA SCCs, Swiss SCCs and UK SCCs.

**“Sub-processor”** means any entity engaged by Retool or a member of the Retool Group to Process Relevant Personal Data in connection with the Services.

**“Sub-processor List”** has the meaning set out at clause 3.2 of this DPA.

**“Supervisory Authority”** means an independent public authority tasked with the regulation and enforcement of Data Protection Laws, including (but not limited to) supervisory authorities established by an EU Member State pursuant to the GDPR, the UK’s Information Commissioner’s Office (the **“ICO”**) and the Swiss Federal Data Protection and Information Commissioner (the **“FDPIC”**).

**“Swiss Data Protection Laws”** means data protection, privacy and security laws in Switzerland that are applicable to either Party in its role in the Processing of Relevant Personal Data under the Agreement, which may include, without limitation, the Swiss Civil Code, the Federal Act on Data Protection 1992 and applicable sector-specific data protection and security requirements.

**“Swiss SCCs”** means the EEA SCCs, amended as follows:

- d) general and specific references in the EEA SCCs to Regulation (EU) 2016/679 or “that Regulation” or EU or Member State law have the same meaning as the equivalent reference in Swiss Data Protection Laws;
- e) the term “Member State” will 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 (Switzerland) in accordance with Clause 18(c) of the EEA SCCs;
- f) the details of the transfer as those specified in Schedule 1 where Swiss Data Protection Laws apply to the transfer;
- g) the EEA SCCs also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as “Personal Data” under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity; and
- h) the FDPIC is the competent supervisory authority for the purposes of Clause 13 of the EEA SCCs.

“**Third Party Request**” means a written request from any third party for the disclosure of Relevant Personal Data, where compliance with such a request is required or purported to be required by applicable law or regulation.

“**UK Data Protection Laws**” means all data protection, privacy and security privacy laws in the United Kingdom that are applicable to either Party in its role in the Processing of Relevant Personal Data under the Agreement, including, but not limited to: (a) the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4)) (“**UK GDPR**”); (b) the UK Data Protection Act 2018 (as amended); and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

“**UK SCCs**” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the ICO in accordance with s119A of the UK Data Protection Act 2018 which came into force on 21 March 2021, on the basis that:

- a) Table 1 and Table 3 of the UK SCCs are deemed to have been completed with the corresponding details set out in Schedule 1 to this DPA and, for the purposes of Table 1 of the UK SCCs,
  - A. the “Start Date” is the DPA Effective Date; and
  - B. the official company registration numbers (where applicable) of the Parties are as set out in the Agreement;
- b) for the purposes of Table 2 of the UK SCCs: (1) the version of the “Approved EU SCCs” is the EEA SCCs; (2) the choices regarding Clause 7 (docking clauses), Clause 11 (option), Clause 9(a) (prior authorisation or general authorisation) and Clause 9(a) (time period) of the EEA SCCs are as set out in Schedule 2 or Schedule 3 to this DPA, as applicable; and
- c) “Importer” is deemed to have been chosen for the purposes of Table 4 of the UK SCCs.

“**US Data Protection Laws**” means all legislation and regulations in the United States relating to the protection of Personal Information, including (but not limited to) the Federal Trade Commission Act, Cal. Civ. Code §§ 1798.99.80 (“**2019 CA Data Broker Law**”), the California Consumer Privacy Act, as amended by the California Privacy Rights Act (“**CCPA**”), the Colorado Privacy Act (“**CPA**”), the Connecticut Data Privacy Act (“**CTDPA**”), the Utah Consumer Privacy Act (“**UCPA**”), and the Virginia Consumer Data Protection Act (“**VCDPA**”).

- 1.2 Capitalised terms, or any other terms, used in this DPA that are not defined in this clause 1 (Definitions) shall have the meaning ascribed to them elsewhere in this DPA and/or the Agreement or in Data Protection Laws unless otherwise specified.

## 2 PROCESSING OF RELEVANT PERSONAL DATA

- 2.1 **Customer Obligations.** Customer shall, in its use of the Services and provision of the Instructions, Process Relevant Personal Data in accordance with the requirements of Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Relevant Personal Data and the means by which Customer acquired such Relevant Personal Data.
- 2.2 **Retool's Processing of Relevant Personal Data.** As Customer's Processor, Retool shall only Process Relevant Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Authorised Users in their use of the Services; and (iii) Processing to comply with the Instructions, and Retool shall immediately inform Customer if, in Retool's opinion, Customer's Instructions infringe Applicable EU Law. Retool shall ensure that all Retool personnel (including employees, agents, contractors and subcontractors) who Retool authorises to Process any Relevant Personal Data have entered into appropriate contractually-binding confidentiality obligations.
- 2.3 **Details of the Processing.** The Parties acknowledge and agree that Schedule 1 (Description of Processing Activities) to this DPA is an accurate description of the Processing carried out under this DPA.

## 3 SUB-PROCESSORS

- 3.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that: (a) Retool's Affiliates may be retained as Sub-processors through written agreement with Retool; and (b) Retool and Retool's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Relevant Personal Data, Retool or a Retool Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Relevant Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. Customer agrees that Retool may appoint Sub-processors in accordance with clause 3.2 below.
- 3.2 **List of Current Sub-processors and Notification of New Sub-processors.** A current list of Sub-processors for the Services, including the identities of those Sub-processors and their country of location, is accessible via <https://docs.retool.com/docs/subprocessors> (the "**Sub-processor List**"). Customer hereby consents to these Sub-processors, their locations and Processing activities as it pertains to Relevant Personal Data. The Sub-processor List contains a mechanism to subscribe to notifications of new Sub-processors, and if Customer subscribes, shall provide notification of new Sub-processor(s) before authorising such new Sub-processor(s) to Process Relevant Personal Data in connection with the provision of the applicable Services.
- 3.3 **Objection Right for New Sub-processors.** Customer may reasonably object to Retool's use of a new Sub-processor (e.g., if making Relevant Personal Data available to the Sub-processor may violate Data Protection Laws or weaken the protections for such Relevant Personal Data) by notifying Retool promptly in writing within ten (10) business days after receipt of Retool's notice in accordance with the mechanism set out in clause 3.2. Such notice shall explain the reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Retool will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Relevant Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Retool is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either party may terminate without penalty the applicable Order Form(s) with respect

only to those Services which cannot be provided by Retool without the use of the objected-to new Sub-processor by providing written notice to Retool. Retool will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

- 3.4 **Liability.** Retool shall be liable for the acts and omissions of its Sub-processors to the same extent Retool would be liable if performing the Services of each Sub-processor directly under the terms of this DPA.

## 4 REQUESTS FOR RELEVANT PERSONAL DATA

- 4.1 **Data Subject Requests.** Retool shall, to the extent legally permitted, promptly notify Customer if Retool receives a Data Subject Request. Taking into account the nature of the Processing, Retool shall assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request as required by Data Protection Laws. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Retool shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent that Retool is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Retool's provision of such assistance, including any fees associated with the provision of additional functionality.

- 4.2 **Regulator Correspondence.** Retool shall promptly notify Customer on receipt of any Regulator Correspondence or Third Party Request, unless Retool is prohibited from so notifying Customer by applicable law. Retool will not disclose any Relevant Personal Data in response to such Regulator Correspondence or Third Party Request without first consulting with, and obtaining, Customer's prior written authorisation, unless legally compelled to do so.

## 5 SECURITY

- 5.1 **Security Measures.** Retool shall maintain appropriate technical and organisational measures for the protection of the security, confidentiality, and integrity of Relevant Personal Data (including protection against unauthorised or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Relevant Personal Data), as set forth in the Security Practices Page. Retool regularly monitors compliance with these measures. Retool will not materially decrease the overall security of the Services during a subscription term.

- 5.2 **Security Incidents.** Retool shall notify Customer without undue delay of any Security Incident. Any such notification by Retool to Customer of a Security Incident shall contain the following information, but only to the extent that Retool has details of same: (i) a description of the nature of the Security Incident (including, where possible, the categories and approximate number of Data Subjects and data records concerned); (ii) the details of a contact point where more information concerning the Security Incident can be obtained; and (iii) its likely consequences and the measures taken or proposed to be taken to address the Security Incident, including to mitigate its possible adverse effects. Customer agrees that Retool may provide the foregoing information in phases. Retool shall provide commercially reasonable cooperation and assistance in identifying the cause of such Security Incident and shall take commercially reasonable steps to remediate the cause to the extent the remediation is within Retool's control. Except as required by Data Protection Laws, the obligations herein shall not apply to incidents that are caused by Customer, Authorised Users and/or any Non-Retool Products.

## 6 RECORD-KEEPING

- 6.1 **Third-Party Certifications and Audits.** Retool has obtained the third-party certifications and audits set forth in the Security Practices Page. Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Retool shall make available to Customer (or Customer's independent, third-party auditor) information regarding Retool's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Security Practices Page. Retool shall also permit and contribute to audits of the processing activities covered by this DPA, at reasonable intervals or: (a) if there are indications, in Customer's reasonable opinion, of non-compliance with this DPA; (b) where requested by a Supervisory Authority. To this end, Customer may contact Retool in accordance with notice provisions in the Agreement to request an on-site audit of Retool's procedures relevant to the protection of Relevant Personal Data, but only to the extent required under Data Protection Laws. Before the commencement of any such on-site audit, Customer and Retool shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. Customer shall reimburse Retool for any time expended for any such on-site audit at the Retool Group's then-current rates, which shall be made available to Customer upon request. All reimbursement rates shall be reasonable, taking into account the resources expended by Retool. Customer shall promptly notify Retool with information regarding any non-compliance discovered during the course of an audit, and Retool shall use commercially reasonable efforts to address any confirmed non-compliance.
- 6.2 **Data Protection Impact Assessment.** Where applicable and upon Customer's request, Retool shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Retool. Retool shall provide reasonable assistance to Customer in cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

## 7 TRANSFERS OF RELEVANT PERSONAL DATA

- 7.1 **Restricted Transfers.** To the extent that Customer makes a Restricted Transfer, the transfer mechanisms listed below shall apply to such transfers and can be directly enforced by the Parties:
- 7.1.1 **Controller to Processor Clauses.** Where Customer is a Controller and a data exporter of Relevant Personal Data and Retool is a Processor and data importer in respect of that Relevant Personal Data, the Parties shall comply with the Controller to Processor Clauses, subject to the additional terms in Schedule 2 (Additional Transfer Terms).
- 7.1.2 **Processor to Processor Clauses.** Where Customer is a Processor and a data exporter of Relevant Personal Data and Retool is a Processor and data importer in respect of that Relevant Personal Data, then the Parties shall comply with the Processor to Processor Clauses, subject to the additional terms in Schedule 2 (Additional Transfer Terms).
- 7.2 **Incorporation of Standard Contractual Clauses.** Where clause 7.1 applies, the Parties agree to be bound by, observe, comply with, and perform the Standard Contractual Clauses as if the Standard Contractual Clauses were set out in, and incorporated into, this DPA. Retool and Customer are deemed to have executed and signed the Appendix to the Standard Contractual Clauses by entering into and signing this DPA. The Standard Contractual Clauses will prevail over this DPA and the Agreement to the extent there is any conflict or inconsistency.

## 8 GENERAL

- 8.1 **Relationship with the Agreement.** Subject to clause 7.2, if there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent that conflict relates to the Processing of Personal Data. Notwithstanding anything to the contrary in the Agreement or this DPA, the liability

of each Party and each Party's Affiliates under this DPA shall be subject to the exclusions and limitations of liability set out in the Agreement. For the avoidance of doubt, Retool's and its Affiliates' total liability for all claims from the Customer arising out of or related to the Agreement and this DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement.

- 8.2 **Return and Deletion of Relevant Personal Data.** Upon termination of the Services for which Retool is Processing Relevant Personal Data, Retool shall, upon Customer's request, and subject to the limitations described in the Agreement and the Security Practices Page, return all Relevant Personal Data in Retool's possession to Customer or securely destroy such Relevant Personal Data and demonstrate to the satisfaction of Customer that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of such Relevant Personal Data.
- 8.3 **Liability.** Each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and Retool, whether in contract, tort or under any other theory of liability, is subject to the limitations and exclusions set out in the Agreement, and any reference to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement and all DPAs together. For the avoidance of doubt, Retool and its Affiliates' total liability for all claims from Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.
- 8.4 **Updates to DPA.** In the event of changes to Data Protection Laws, including, but not limited to, the amendment, revision or introduction of new laws, regulations, or other legally binding requirements to which either Party is subject, the Parties agree to revisit the terms of this DPA, and negotiate any appropriate or necessary updates in good faith, including the addition, amendment, or replacement of any schedules.
- 8.5 **Governing Law.** This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this DPA. Each Party hereby consents to the exclusive jurisdiction of such courts. Each Party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover its reasonable costs and attorneys' fees.

*[Signature page follows]*



The parties' authorised signatories have duly executed this DPA:

On behalf of **Customer:**

Customer Full Legal Name: \_\_\_\_\_

Signatory Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

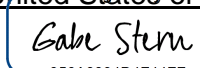
Signature: \_\_\_\_\_

On behalf of **Retool, Inc.:**

Name: Gabe Stern

Position: General Counsel

Address: 1550 Bryant Street, San Francisco, CA 94103, United States of America

Signature:  \_\_\_\_\_  
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## **SCHEDULE 1**

### **DESCRIPTION OF PROCESSING ACTIVITIES**

#### **Data subjects**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects:

- Authorised Users;
- employees of Customer;
- consultants of Customer;
- contractors of Customer;
- agents of Customer; and/or
- third parties with which Customer conducts business.

#### **Categories of data**

The Personal Data transferred concerns the following categories of data:

Any Personal Data comprised in Customer Data, as defined in the Agreement. This may include, for example:

- a CRM object pulled from a Database;
- Order Forms with billing contact information;
- SEO information about visitors to a website; or
- HRIS information about employees.

#### **Special categories of data**

Customer may submit Personal Data to Retool through the Services, the extent of which is determined and controlled by Customer in compliance with Data Protection Laws and which may concern the following special categories of data, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade-union membership;
- genetic or biometric data;
- health; and
- sex life.

#### **Processing operations**

The Personal Data transferred will be processed in accordance with the Agreement and any Order Form and may be subject to the following processing activities:

- storage and other processing necessary to provide, maintain and update the Services provided to Customer;
- to provide customer and technical support to Customer; and
- disclosures in accordance with the Agreement, as compelled by law.

## SCHEDULE 2

### ADDITIONAL TRANSFER TERMS

#### Section 1: Operative Provisions

For the purposes of the Controller to Processor Clauses and the Processor to Processor Clauses, the Customer is the data exporter and Retool is the data importer and the Parties agree to the following. Where this section 1 does not explicitly mention the Controller to Processor Clauses or the Processor to Processor Clauses, it applies to both of them.

- 1.1 **Instructions.** The DPA and the Agreement are Customer's complete and final instructions at the time of execution of the DPA for the Processing of Relevant Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of Clause 8.1 of the Standard Contractual Clauses, the instructions by Customer to process Personal Data are set out in clause 2.2 of the DPA and include onward transfers to a third party located outside of the EEA for the purpose of the performance of the Services.
- 1.2 **Docking clause.** The option under Clause 7 of the Standard Contractual Clauses shall not apply.
- 1.3 **Security of Processing.** For the purposes of Clause 8.6 of the Standard Contractual Clauses, Customer is solely responsible for making an independent determination as to whether the technical and organisational measures set forth in the Security Practices Page meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by Retool (as set out in the Security Practices Page) provide a level of security appropriate to the risk with respect to the Relevant Personal Data. For the purposes of Clause 8.6(c) of the Standard Contractual Clauses, personal data breaches will be handled in accordance with clause 5.2 of the DPA.
- 1.4 **Notification of New Sub-processors and Objection Right for new Sub-processors.** Option 2 under Clause 9 of the Standard Contractual Clauses shall apply. Pursuant to Clause 9(a) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Retool may engage new Sub-processors as described in clause 3.1 of the DPA. Retool shall inform Customer of any changes to Sub-processors following the procedure provided for in clause 3.2 of the DPA.
- 1.5 **Copies of Sub-processor Agreements.** The Parties agree that the copies of the Sub-processor agreements that must be provided by Retool to Customer pursuant to Clause 9(c) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses, removed by Retool beforehand, and that such copies will be provided by Retool in a manner to be determined in its discretion, only upon request by Customer.
- 1.6 **Audits of the Standard Contractual Clauses.** The Customer agrees that the audits described in Clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with clause 6.1 of the DPA.
- 1.7 **Requests for Relevant Personal Data.** For the purposes of Clause 11 of the Standard Contractual Clauses, and subject to clauses 4.1 and 4.2 of this DPA, Retool shall inform Customer if it receives a Data Subject Request, Regulator Correspondence or Third Party Request with respect to Relevant Personal Data and shall, without undue delay, communicate the request to Customer. Retool shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer in writing). The option under Clause 11 shall not apply.
- 1.8 **Liability.** Retool's liability under Clause 12(b) of the Standard Contractual Clauses shall be limited to any damage caused by its Processing where Retool has not complied with its obligations under the GDPR specifically directed to Processors, or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 82 GDPR.

- 1.9 **Certification of Deletion.** The Parties agree that the certification of deletion of Relevant Personal Data that is described in Clauses 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by Retool to Customer only upon Customer's written request.
- 1.10 **Supervision.** Clause 13 of the Standard Contractual Clauses shall apply as follows:
- i. where Customer is established in an EU Member State, the Supervisory Authority with responsibility for ensuring compliance by Customer with the GDPR as regards the data transfer shall act as competent Supervisory Authority;
  - ii. where Customer is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of the GDPR, the Supervisory Authority of the Member State in which the representative within the meaning of Article 27(1) of the GDPR is established shall act as competent Supervisory Authority;
  - iii. where Customer is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of the GDPR, the Irish Data Protection Commission shall act as competent Supervisory Authority; or
  - iv. where Customer is established in the United Kingdom, the ICO shall act as competent Supervisory Authority.
- 1.11 **Notification of Government Access Requests.** Customer agrees that, for the purposes of Clause 15(1)(a) of the Standard Contractual Clauses, the notification of government access requests shall be carried out in accordance with clause 4.2 of this DPA. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.
- 1.12 **Governing Law.** The governing law for the purposes of Clause 17 of the Standard Contractual Clauses shall be laws of Ireland.
- 1.13 **Choice of forum and jurisdiction.** For the purposes of Clause 18 of the Standard Contractual Clauses, any dispute arising from the Standard Contractual Clauses shall be resolved by the Irish courts.
- 1.14 **Appendix.** The Appendix shall be completed as follows:
- i. the Customer shall be the Controller or Processor (as applicable) and data exporter of Relevant Personal Data and Retool shall be the Processor and data importer of Relevant Personal Data for the purposes of Annex I.A to the Standard Contractual Clauses and the contact information for each shall be as set out in the Agreement;
  - ii. the contents of Schedule 1 shall form Annex I.B to the Standard Contractual Clauses; and
  - iii. the contents of the Security Practices Page shall form Annex II to the Standard Contractual Clauses.
- 1.15 **Third Party Beneficiary Rights.** Insofar as Retool owes obligations to a Data Subject as a third party beneficiary by virtue of agreeing to in substance Process Relevant Personal Data in accordance with the data protection obligations that are imposed by the Standard Contractual Clauses, Retool's third-party liability shall be limited to its own processing operations under this DPA.
- 1.16 **Alternative transfer mechanisms.** The Parties agree that the data export solution identified in clause 7 of the DPA ("**Transfers of Relevant Personal Data**") will not apply if and to the extent that Customer adopts an alternative data export solution for Restricted Transfers, in which event,

Retool shall take any action (which may include execution of documents) required to give effect to such solution and the alternative transfer mechanism will apply instead.

## Section 2: Additional Terms for the Processor to Processor Clauses

For the purposes of the Processor to Processor Clauses (only), the Parties agree the following:

- 2.1 **Instructions and notifications.** For the purposes of Clause 8.1(a) of the Processor to Processor Clauses, Customer hereby informs Retool that it acts as Processor under the instructions of the relevant Controller in respect of Relevant Personal Data. Customer warrants that its Processing instructions as set out in the Agreement and this DPA, including its authorisations to Retool for the appointment of Sub-processors in accordance with this DPA, have been authorised by the relevant Controller. Customer shall be solely responsible for forwarding any notifications received from Retool to the relevant Controller where appropriate.
- 2.2 **Security of Processing.** For the purposes of Clauses 8.6(c) and (d) of the Processor to Processor Clauses, Retool shall provide notification of a personal data breach concerning Relevant Personal Data Processed by Retool to Customer.
- 2.3. **Documentation and Compliance.** For the purposes of Clause 8.9 of the Processor to Processor Clauses, all enquiries from the relevant Controller shall be provided to Retool by Customer. If Retool receives an enquiry directly from a Controller, it shall forward the enquiry to Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant Controller where appropriate.
- 2.4. **Data Subject Rights.** For the purposes of Clause 10 of the Processor to Processor Clauses and subject to clause 4.1 of this DPA, Retool shall notify Customer about any Data Subject Request without obligation to handle it (unless otherwise agreed), but shall not notify the relevant Controller. Customer shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.