

Data Processing Addendum

This Data Processing Addendum, including the Standard Contractual Clauses (as defined below) attached hereto (collectively, the "DPA"), is made and entered into as of the effective date (the "Effective Date") of the applicable customer's ("Customer") entry into the agreement between Cal Bridge Inc. ("CalendarBridge") and Customer to which this DPA is attached or into which it is incorporated by reference — whether a Master Services Agreement, Terms of Service, or other written agreement for the Services (the "Agreement"). "Customer" means the entity identified as the customer or counterparty under the Agreement; where the Agreement is a Master Services Agreement, Customer is the entity named as "Customer" in the preamble to that agreement. All capitalized terms not otherwise defined in this DPA will have the meaning given to them in the Agreement. Under the Agreement, CalendarBridge provides certain Services to Customer that may involve CalendarBridge processing Customer's data, which may include Personal Information (as defined below).

This DPA forms part of the Agreement and contains certain terms and conditions relating to data protection, privacy and security to include certain requirements of the General Data Protection Regulation (EU) 2016/679 (the "GDPR") and the California Consumer Privacy Act of 2018 (Cal. Civ. Code, Title 1.81.5 comprising §§ 1798.100 – 1798.198 (as amended) (the "CCPA"), where applicable. In the event (and to the extent only) that there is a conflict between the GDPR and the CCPA, the parties agree to comply with the higher standard.

1. Definitions.

- a. "Controller", "Personal Data," "Process," "Processed," "Processing," and "Processor" have the same meanings as in the GDPR. With respect to the CCPA, CalendarBridge and Customer hereby agree that Customer is a "Business" and CalendarBridge is the "Service Provider," as defined under the CCPA and with respect to Personal Information (as defined below).
- b. "Customer Data" means any content, data, information or other materials (including Personal Information) submitted or shared by or for Customer to or through the Service.
- c. "Data Protection Laws" means all data privacy or data protection laws and regulations that apply to the Processing of Personal Information under the Agreement, including the GDPR and the CCPA, in each case, as amended from time to time.
- d. "Data Subject" means (i) an identified or identifiable natural person who is in the EEA or whose rights are protected by EU Data Protection Laws; or (ii) a "Consumer" as the term is defined in the CCPA.
- e. "Personal Information" means information relating to a living individual or household who is, relates to, describes or can be, reasonably identified or linked, directly or indirectly from information, either alone or in conjunction with other information, within CalendarBridge's or Customer's control and which is stored, collected, Processed or submitted to or via the Service as Customer Data. Personal information includes Personal Data.

f. "Standard Contractual Clauses" means the Standard Contractual Clauses for the Transfer of Personal Data to Third Countries approved by the European Commission Decision of 4 June 2021 and attached to, and incorporated into, this DPA.

2. Scope and Application. This DPA applies to the processing of Personal Information subject to Data Protection Laws within the scope of the Agreement. Insofar as CalendarBridge Processes Personal Information subject to Data Protection Laws in the course of performance of the Agreement the terms of this DPA shall apply. In the context of the GDPR, Customer may act as "controller" and CalendarBridge may act as "processor" with respect to the Personal Information. In the context of the CCPA, Customer may act as "Business" and CalendarBridge may act as "Service Provider" with respect to the Personal Information. Customer shall act as the "data exporter" and CalendarBridge shall act as the "data importer" for the purposes of the Standard Contractual Clauses.

3. Data Processing. CalendarBridge will process Personal Information only in accordance with Customer's lawful instructions the Agreement, and CalendarBridge will not process Personal Information for any purpose other than to provide the Service. This DPA and the Agreement consist of Customer's written instructions to CalendarBridge for the Processing of Personal Information and CalendarBridge must comply with any further reasonable written instructions from Customer for the processing of Personal Information. CalendarBridge will access, collect, retain, use, disclose, and otherwise Process Customer's Personal Information solely to fulfill its obligations to Customer under the Agreement and this DPA, and on Customer's behalf, and for no other purposes. Furthermore, CalendarBridge will comply with the CCPA service provider terms in the last paragraph of this Section 3. Each party will comply in all respects with applicable Data Protection Laws in any country where the Service is used, provided or delivered.

For the avoidance of doubt, Customer instructs CalendarBridge to process Personal Information through third-party AI service providers solely to the extent necessary to provide the AI assistant functionality (e.g., interpreting scheduling requests, accessing calendar event details, and creating or updating calendar events on Customer's behalf). CalendarBridge does not use Customer Personal Information to train or improve its own machine learning models. CalendarBridge uses third-party AI service providers in configurations where such providers act as data processors and do not use Customer Personal Information to train or improve their models, including where applicable through paid or enterprise service tiers governed by data processing terms. Any processing by such AI service providers is limited to providing the requested functionality, enforcing safety and acceptable use policies, and complying with applicable law.

CCPA Service Provider Terms. To the extent the CCPA applies to Personal Information, CalendarBridge, as Service Provider: (i) will not sell or share (as those terms are defined in the CCPA) Personal Information; (ii) will not retain, use or disclose Personal Information for any purpose, including any commercial purpose, other than the business purposes specified in the Agreement and this DPA, or outside the direct business relationship between CalendarBridge and Customer, except as permitted by the CCPA; (iii) will not combine Personal Information with personal information that it receives from or on behalf of another person, or that it collects from its own interactions with a consumer, except as permitted by the CCPA; (iv) will comply

with the obligations applicable to it under the CCPA and provide the same level of privacy protection as the CCPA requires of Customer; (v) will notify Customer if it determines that it can no longer meet its obligations under the CCPA; (vi) grants Customer the right, on reasonable notice, to take reasonable and appropriate steps to ensure that CalendarBridge uses Personal Information in a manner consistent with Customer's obligations under the CCPA, and to stop and remediate any unauthorized use of Personal Information, in each case subject to the audit terms in Section 4(f); and (vii) certifies that it understands the restrictions in this paragraph and will comply with them. CalendarBridge will provide reasonable assistance to Customer in responding to verifiable consumer requests, including by forwarding to Customer any such request it receives, and will not respond to such a request substantively except as directed by Customer.

4. Cross-Border Transfer Mechanisms for International Data Transfers.

- a. To the extent that Customer's use of the Service requires a transfer of Personal Information outside the EEA or the United Kingdom (the "UK"), CalendarBridge and Customer will take such measures as are necessary to ensure the transfer is in compliance with applicable Data Protection Laws.
- b. CalendarBridge and Customer will only transfer Personal Information from the EEA or the UK to countries outside the EEA or the UK (i) that are recognized by the European Commission as providing an adequate level of protection for Personal Information; (ii) that are covered by a suitable framework recognized by the European Commission as providing an adequate level of protection for Personal Information; or (iii) through the use of other legally recognized validation methods such as Standard Contractual Clauses or Binding Corporate Rules.
- c. CalendarBridge currently transfers personal data from the EEA or the UK to countries outside the EEA as follows: CalendarBridge has adopted and hereby incorporates by reference the Standard Contractual Clauses, which are attached to this Addendum. The parties further agree that the Standard Contractual Clauses will apply to Personal Information that is transferred via the Service from the EEA or the UK, either directly or via onward transfer, to any country or recipient not recognized by the European Commission as providing an adequate level of protection for personal data.
- d. The parties hereby agree that as new Standard Contractual Clauses are approved by the European Commission and become available for data controller to data processor transfers, this DPA will be updated to replace the existing Standard Contractual Clauses with the updated and approved Standard Contractual Clauses, if any.
- e. Each party agrees to the attached Standard Contractual Clauses under Module 2, where Customer is the "controller" and CalendarBridge is the "processor".

f. Audits. The parties agree that the following supplemental terms shall apply in the event of an audit pursuant to Section 8.9 of the attached Standard Contractual Clauses:

(i) If Customer chooses to conduct an independent audit rather than rely on a current SOC 2 Report or current third party audit, if applicable and available, or if Customer makes such choice because a current SOC 2 Report or current third party audit is not available, Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit. CalendarBridge will provide Customer with further details of any applicable costs or fees, and the basis of its calculation, in advance of any such review or audit.

(ii) Before the commencement of any such on-site audit, Customer and CalendarBridge shall mutually agree upon the scope, timing, and duration of the audit.

(iii) Customer shall make (and ensure that each of its mandated auditors makes) reasonable endeavors to avoid causing (or, if it cannot avoid, to minimize) any damage, injury or disruption to CalendarBridge's premises, equipment, personnel and business while Customer's personnel are on those premises in the course of such an audit or inspection.

5. General.

a. This DPA will terminate automatically upon termination of the Agreement.

b. In the event of a conflict between the Agreement (excluding this DPA) and this DPA, the terms of this DPA will take precedence to the extent of the conflict, except that where the Agreement includes a business associate agreement under HIPAA that Customer has elected, that business associate agreement takes precedence over this DPA with respect to protected health information to the extent necessary to permit compliance with HIPAA. In the event of a conflict between the Standard Contractual Clauses and the remaining terms of this DPA, the Standard Contractual Clauses will take precedence to the extent of the conflict. Nothing in this DPA modifies the Standard Contractual Clauses or affects any third party's rights under the Standard Contractual Clauses.

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1 - Purpose and scope

a. The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation) for the transfer of personal data to a third country.

b. The Parties:

i. the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and

ii. the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter: "Clauses").

c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2 - Effect and invariability of the Clauses

a. These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3 - Third-party beneficiaries

a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

i. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

ii. Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);

iii. Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);

iv. Clause 12 - Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);

v. Clause 13;

vi. Clause 15.1(c), (d) and (e);

vii. Clause 16(e);

viii. Clause 18 - Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4 - Interpretation

a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

c. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5 - Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6 - Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional - Docking clause

- a. An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- b. Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- c. The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8 - Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

MODULE TWO: Transfer controller to processor

8.1 Instructions

- a. The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- b. The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent

possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

a. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

b. The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

c. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

d. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- i. the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- iii. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- iv. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- a. The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- b. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- c. The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- d. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- e. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9 - Use of sub-processors

MODULE TWO: Transfer controller to processor

- a. GENERAL WRITTEN AUTHORISATION. The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least fourteen (14) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- b. Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

c. The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

d. The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

e. The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10 - Data subject rights

MODULE TWO: Transfer controller to processor

a. The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

b. The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

c. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11 - Redress

a. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

MODULE TWO: Transfer controller to processor

b. In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

- c. Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
- i. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - ii. refer the dispute to the competent courts within the meaning of Clause 18.
- d. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- e. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- f. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12 - Liability

MODULE TWO: Transfer controller to processor

- a. Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- b. The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- c. Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- d. The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- e. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

f. The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

g. The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13 - Supervision

MODULE TWO: Transfer controller to processor

a. [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

b. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14 - Local laws and practices affecting compliance with the Clauses

MODULE TWO: Transfer controller to processor

a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer,

including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

i. the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

ii. the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;

iii. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

c. The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the

contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15 - Obligations of the data importer in case of access by public authorities

MODULE TWO: Transfer controller to processor

15.1 Notification

- a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- d. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- e. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- a. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider

that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

b. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

c. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16 - Non-compliance with the Clauses and termination

a. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

b. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

c. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

i. the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

ii. the data importer is in substantial or persistent breach of these Clauses; or

iii. the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

d. [For Modules One, Two and Three: Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter

immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data.] The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

e. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17 - Governing law

MODULE TWO: Transfer controller to processor

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18 - Choice of forum and jurisdiction

MODULE TWO: Transfer controller to processor

- a. Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- b. The Parties agree that those shall be the courts of Ireland.
- c. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- d. The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter:

Name: The entity identified as "Customer" in the Agreement. Where the Agreement is a signed Master Services Agreement, Customer's full legal name, entity type, jurisdiction of organisation and address are those stated in the preamble to that agreement and in the applicable Order Form, each of which is incorporated into this Annex I.A by reference.

Contact person's name, position and contact details: The privacy or data protection contact designated by Customer in the applicable Order Form or, where none is designated, the administrative contact designated by Customer in its CalendarBridge account or otherwise notified to CalendarBridge in writing.

Activities relevant to the data transferred under these Clauses: As described under Section B.

Role: Controller

Execution of the Agreement by both Parties constitutes execution of this Annex I.A and of these Clauses by the data exporter and the data importer respectively. No separate signature of this Annex is required.

Data importer:

Name: Cal Bridge Inc (DBA CalendarBridge)

Address: 2045 Biscayne Blvd #314, Miami, FL, 33137, USA

Contact person's name, position and contact details: Chad Gilles, Co-Founder, privacy@CalendarBridge.com

Activities relevant to the data transferred under these Clauses: As described under Section B.

Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects are the users whose calendars we synchronize via our Services.

Note: We also transfer the personal data of the (representatives of the) data exporter, those who enter into this agreement with us (our customers) and anyone they allow to access their account (users, for example employees, contractors, collaborators). For this processing and transfer of personal data, we are the Controller and our Privacy Policy applies.

Categories of personal data transferred

The categories of personal data transferred relates to digital calendars. At a minimum, this includes the email address of a calendar owner and calendar event content and metadata.

Where the AI assistant functionality is enabled, additional categories of data transferred may include: (i) natural-language scheduling instructions and communications addressed to the AI assistant, and (ii) relevant calendar event details (such as titles, times, locations, recurrence, and invitee information) necessary to process such requests.

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 specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Customer will not transfer special categories of personal data through the Service, except that calendar events synchronised by Customer may incidentally contain health-related appointment details (for example, the time, location and description of a medical appointment). Any such data is subject to strict purpose limitation (Section 3), access on a need-to-know basis, encryption in transit and at rest and the other measures described in Annex II, and CalendarBridge does not review or interpret the content of calendar events.

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

The frequency of transferring the personal data is continuous, until the agreement comes to an end.

Nature of the processing

The nature of the processing relates to reading, via the Google or Microsoft API or Apple API, calendar event data from a data subject's digital calendar; writing, via the Google or Microsoft or Apple API, some or all of that calendar event data to a data subject's digital calendar; and emailing calendar event details to the data subjects.

Where the AI assistant functionality is used, the nature of the processing also includes transmitting Customer Data to third-party AI service providers for natural-language interpretation of scheduling requests, and generating scheduling actions (including sending invitations from the AI assistant's own identity).

Purpose(s) of the data transfer and further processing

The purpose of transferring the personal data is to allow the data exporter to keep their users' calendars in sync, to view their calendars in the calendarbridge Unified Calendar, and to schedule calendar events via a CalendarBridge Scheduling page.

Additionally, where the AI assistant functionality is used, the purpose of transferring the personal data is to enable natural-language scheduling support, including processing assistant communications and creating, modifying, or sending meeting invitations on the Customer's behalf.

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

We process personal data on behalf of the data exporter for as long as they remain customers of ours. We delete the data exporter's user/customer data upon request.

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

We rely on some sub-processors when delivering our application email services. The subject matter pertains mainly to infrastructure hosting. The nature of the processing relates to facilitating sending and receiving email messages, including hosting/storage of contact lists and message content. We also use sub-processors for managing invoicing and collecting payments. The duration of processing is for as long as the data exporter remains a customer, and until the request deletion of their data.

Current sub-processors are specified in Annex III.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

The competent supervisory authority is determined in accordance with Clause 13(a), as follows: (i) where the data exporter is established in an EU Member State, the supervisory authority competent to oversee the data exporter's compliance with Regulation (EU) 2016/679; (ii) where the data exporter is not established in an EU Member State but falls within the territorial scope of Regulation (EU) 2016/679 pursuant to its Article 3(2) and has appointed a representative under Article 27(1), the supervisory authority of the Member State in which that representative is established; and (iii) where the data exporter is not established in an EU Member State, falls within the territorial scope of Regulation (EU) 2016/679 pursuant to its Article 3(2) and is not required to appoint a representative under Article 27(2), the supervisory authority of a Member State in which the data subjects whose personal data is transferred under these Clauses are located. Where the competent supervisory authority cannot be determined under (i) to (iii), the Parties designate the Data Protection Commission of Ireland. For transfers subject to the UK GDPR, the competent authority is the Information Commissioner's Office. For transfers subject to the Swiss Federal Act on Data Protection, the competent authority is the Federal Data Protection and Information Commissioner.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE TWO: Transfer controller to processor

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Summary

We host our servers in highly secure, SOC 2 certified data centers and use the latest security practices to protect our customers' data. All calendar data is encrypted in transit and at rest. Access to data is on a strict need-to-know basis. All employees are trained on, and required to adhere to, our information security, physical security, incident response, disaster recovery, and change control policies.

Amazon Web Services (AWS) details

Calendar data is only processed in highly secure AWS data centers. AWS regularly achieves third-party validation for thousands of global compliance requirements that they continually monitor to help their customers meet security and compliance standards. AWS supports security standards and compliance certifications like PCI-DSS, HIPAA/HITECH, FedRAMP, GDPR, FIPS 140-2 and NIST 800-171. For a detailed overview of all security and privacy measures, see the AWS Cloud Security page (<https://aws.amazon.com/security>)

AWS also has a dedicated Compliance Program which include certifications and accreditations like CSA, ISO, SOC and more, as listed on their website here: <https://aws.amazon.com/compliance/programs>.

CalendarBridge further ensures that AI subprocessors implement appropriate technical and organizational measures consistent with industry standards, including encryption in transit and at rest, and contractual commitments not to use Customer Data for model training or improvement except as expressly permitted by Customer instructions or required by law.

App security

All access to the CalendarBridge interface is secured over SSL (HTTPS), ensuring the information is encrypted. Access to a user's CalendarBridge dashboard requires accessing a one-time code with a short time to live sent to the user's email address.

ANNEX III – LIST OF SUB-PROCESSORS

Amazon Web Services (<https://aws.com>) stores email addresses used to login to CalendarBridge, and also hosts cloud servers on which we process all calendar data.

Stripe (<https://stripe.com>) hosts customer payment information. We provide customer's admin email address to Stripe. Customers enter their payment information directly into a Stripe-hosted form displayed on our site.

Hubspot (<https://hubspot.com>) and **Freshdesk** (<https://freshdesk.com>) to manage communications with our customers. Although neither is a sub-processor used to deliver our services, sometimes these communications includes the personal data of your customers' information, so we've added them here for transparency.

Postmark (<https://postmarkapp.com>) for sending emails to customers.

Google LLC (<https://cloud.google.com/ai/>) processes calendar event data, invitee details, and communications addressed to the AI assistant in order to provide natural-language scheduling functionality.

Anthropic PBC (<https://www.anthropic.com/>) – processes calendar event data, invitee details, and communications addressed to the AI assistant in order to provide natural-language scheduling functionality.



Information Commissioner's Office

Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: Trading name (if different): Main address (if a company registered address): Official registration number (if any) (company number or similar identifier):	Full legal name: Cal Bridge Inc Trading name (if different): CalendarBridge Main address (if a company registered address): 2045 Biscayne Blvd #314, Miami, FL 33137 Official registration number (if any) (company number or

		similar identifier): 85-2942765
Key Contact	Full Name (optional): Job Title: Contact details including email:	Full Name (optional): Job Title: Co-Founder Contact details including email: privacy@calendarbridge.com
Signature (if required for the purposes of Section 2)		

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		☒ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: 4 June 2021 Reference (if any): Other identifier (if any): Or ☐ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:					
		Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)

1						
2						
3						
4						

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As described in Annex 1 of the EU SCCs to which this addendum is attached.

Annex 1B: Description of Transfer: As described in Annex I of the EU SCCs to which this addendum is attached.

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As described in Annex II of the EU SCCs to which this addendum is attached.

Annex III: List of Sub processors (Modules 2 and 3 only): As described in Annex III of the EU SCCs to which this addendum is attached.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☐ Importer ☒ Exporter ☐ neither Party
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Part 2: Mandatory Clauses

Entering into this Addendum

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4

	June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.

10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:
 - d. "and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
 - c. Clause 6 (Description of the transfer(s)) is replaced with:

- e. “The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
- d. Clause 8.7(i) of Module 1 is replaced with:
 - f. “it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
- e. Clause 8.8(i) of Modules 2 and 3 is replaced with:
 - g. “the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
- f. References to “Regulation (EU) 2016/679”, “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 (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
- g. References to Regulation (EU) 2018/1725 are removed;
- h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l. In Clause 16(e), subsection (i) is replaced with:
 - h. “the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
- m. Clause 17 is replaced with:
 - i. “These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with:

j. “Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and

o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

k. **Amendments to this Addendum**

16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
18. From time to time, the ICO may issue a revised Approved Addendum which:
 - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
 - a its direct costs of performing its obligations under the Addendum; and/or
 - b its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

I. Alternative Part 2 Mandatory Clauses:

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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