DATA PROCESSING ADDENDUM

EXHIBIT "E" TO MSA

This DPA forms part of the MSA ("Underlying Agreement") between 15Five and Customer, effective as of the earlier of Effective Date of the Underlying Agreement or January 1, 2023 ("**Effective Date**"). Except as modified below, the terms of the Underlying Agreement shall remain in full force and effect including the limitations of liability provisions therein. In the event of any conflict or inconsistency between this DPA and the Underlying Agreement regarding the processing of Customer Personal Data, the terms of this DPA shall prevail to the extent of such conflict or inconsistency.

The terms used in this DPA with special meaning, are defined below. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Underlying Agreement.

Except where the context requires otherwise, references in this Addendum to the Underlying Agreement are to the Underlying Agreement as amended by, and including, this Addendum.

1. Definitions & Scope.

- "**Controller**" shall have the meaning provided in the GDPR. Where applicable, Controller includes "business" as defined by the California Privacy Laws.
- "**Customer Data**" means User Content, as well as any Confidential Information other than User Content.
- "**Customer Personal Data**" means any Customer Data that identifies (or can be used to identify) a particular natural person and that is considered "personal data," "personal information," or a like characterization under Data Protection Laws. Where the California Privacy Laws apply, 'Personal Data' includes "personal information" as defined by the California Privacy Laws. Personal Data does not include anonymous or de-identified information or aggregated information derived from Personal Data.
- "**Data Protection Laws**" means, as applicable: (1) 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) (the "GDPR"); (2) European Union regulations and EEA Member State laws, other than GDPR, requiring a contract governing the processing of personal data, identical to or substantially similar to the requirements specified in Article 28 of the GDPR; (3) The UK Data Protection Act 2018, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (the "UK GDPR"); or (4) California Civil Code Sec. 1798.100, et seq. (also known as the California Consumer Privacy Act of 2018) ("CCPA"), as amended and expanded by the California Privacy Rights Act of 2020 (CPRA) (collectively the "California Privacy Laws").
- "**Data Subject**" means a particular identified or identifiable natural person. Where applicable, Data Subject includes "Consumer" as defined by the California Privacy Laws.
- "**EEA**" means the European Economic Area;
- "**Model Clauses**" means, as applicable, either: (i) the EC Standard Contractual Clauses for Processors as published in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council attached to this Agreement as Schedule A (the "SCCs"); or (ii) the SCCS as modified by the international data transfer addendum, effective March 21, 2022, under the UK Data Protection Act 2018, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (together, the "UK GDPR"), attached to this DPA as Schedule B ("IDTA Addendum").
- "Parties" refers to both Customer and 15Five. Additionally, each, as context may require, shall be referred to as a "Party".
- "**Process**," "**Processes**," and "**Processing**" means (performing) any operation or set of operations on Customer Personal Data, whether or not by automated means.
- "**Processor**" means a natural person or legal entity which Processes Customer Data; and, with respect to the Processing of Customer Personal Data pursuant to this DPA. Where applicable, Processor includes "service provider" as defined by the California Privacy Laws.
- "**Sub-Processor**" means any Processor appointed by 15Five to assist with 15Five's Processing of Customer Personal Data; and

- "**Supervisory Authority**" means a government agency responsible for enforcement of the Data Protection Laws, with competent jurisdiction over the parties.
- "**UK Restricted Transfers**" means the disclosure, grant of access or other transfer of Customer Personal Data to any person located in any country or territory outside the UK which does not benefit from an adequacy decision from the UK Government which would be prohibited without a legal basis under the GDPR.
- "**Underlying Agreement**" or "**MSA**" means the Master Subscription Agreement to which this DPA is attached and incorporated by reference as Exhibit E.

1.1. <u>Compliance with Laws.</u> Each Party shall comply with all applicable Data Protection Laws applicable to it in its respective Processing of Customer Personal Data under the Underlying Agreement.

2. 15Five's Data Processing Obligations.

2.1 <u>Controller and Processor.</u> The Parties acknowledge and agree that, with respect to Customer Personal Data contained in the Customer Data: (i) Customer is the Controller and 15Five is the Processor (or Service Provider for purposes of California Privacy Laws); and (ii) 15Five shall Process such Customer Personal Data strictly on behalf of Customer for the purposes described in the Underlying Agreement or as otherwise agreed in writing by the Parties. Customer (the Controller) appoints 15Five as a Processor to Process the Customer Personal Data as described in the Underlying Agreement or in order to comply with applicable law. For purposes of California Privacy Laws, 15Five shall comply with the California Privacy Laws and understands and shall comply with the prohibitions on Service Providers set forth in the California Privacy Laws with respect to such Customer Personal Data, including, without limitation and to the extent applicable in each case: (i) selling or sharing any Customer Personal Data (as the terms "sell" and "share" are each defined within the California Privacy Laws) where the sale or sharing of such Customer Personal Data is restricted by the California Privacy Laws; (ii) disclosing such Customer Personal Data to any party outside of the direct business relationship between 15Five and Customer (excluding 15Five Sub-Processors); or (iii) retaining, using or disclosing such Customer Personal Data for a commercial purpose other than performing the Services as set forth in the MSA with Customer, or as otherwise expressly permitted under this DPA or the Underlying Agreement.

2.2 From time to time Customer may provide additional instructions in writing to 15Five with regard to Processing of Customer Personal Data in accordance with Data Protection Laws. Any such additional instructions must relate to 15Five's performance of the Services and must be agreed to by both parties in writing. Subject to such mutual agreement, 15Five shall comply with such instructions to the extent necessary for it to: (i) comply with its obligations as Processor of Customer Personal Data under applicable Data Protection Laws; and (ii) reasonably assist Customer in complying with Customer's obligations under applicable Data Protection Laws.

2.3 Customer may view a current list of 15Five Sub-Processors at https://www.15five.com/terms/data-processing-addendum/sub-processors and Customer consents to 15Five engaging the Sub-Processors for the purposes set forth in the Underlying Agreement. Subject to Section 2.4 below, Customer hereby agrees 15Five may generally engage additional Sub-Processors and add such Sub-Processors to the list above. 15Five shall take commercially reasonable steps to ensure any Sub-Processor that Processes Customer Personal Data hereunder is bound by terms comparably protective to the applicable terms set forth in this DPA as they apply to 15Five hereunder. 15Five will be responsible for the acts and omissions of its Sub-Processors in connection with their Processing of Customer Personal Data hereunder.

2.4 15Five shall give Customer reasonable prior written notice of the appointment of any new Sub-Processor. If, within ten (10) days of receipt of such notice, Customer notifies 15Five in writing of a reasonable objection to the proposed appointment due to a good faith concern such Sub-Processor will adversely impact Customer's ability to comply with applicable Data Protection Laws, 15Five shall work with Customer in good faith to make available commercially reasonable alternative(s), including in the modification of the Services which avoids the use of that proposed Sub-Processor. If 15Five, in its sole discretion, cannot provide any such alternatives, or if Customer does not agree to any such alternative(s) provided, either party may terminate, in whole or in part, the Agreement. Termination of the Agreement pursuant to this Section 2.4 shall not relieve Customer of any fees due or owed to 15Five under the Agreement. Upon such termination, Customer shall not make Customer Personal Data available to Processor. If Customer does not object to the proposed appointment of a Sub-Processor in accordance with this Section 2.4, such Sub-Processor shall be deemed an authorized Sub-Processor for the purposes of this DPA.

2.5 15Five will provide reasonable assistance to Customer to enable Customer to comply with its obligations under applicable Data Protection Laws in respect of the Customer Personal Data, including if and to the extent required by the applicable Data Protection Law, in the event a Data Subject requests: (i) access to such Data Subject's Customer Personal Data Processed by 15Five hereunder; (ii) deletion of such Data Subject's Customer Personal Data; (iii) information with respect to the categories and specific pieces of Customer Personal Data collected by Customer and related to such Data Subject; and (iv) information with respect to the categories of sources from which Customer Personal Data is collected by Customer. Subject to Section 2.7 below, within ninety (90) days of termination or expiration of the Agreement, 15Five shall delete all Customer Personal Data not permitted to be retained in accordance with the Agreement. Nothing in this DPA shall be read to limit any obligations of 15Five to assist Customer with Customer's reasonable and appropriate efforts to ensure that 15Five Processes such Customer Personal Data in a manner consistent with each party's obligations under the California Privacy Laws, including the obligation to immediately notify Customer if 15Five determines it can no longer meet its obligations under the California Privacy Laws with respect to such Customer Personal Data.

2.6 15Five shall not be required to delete Customer Personal Data to the extent: (i) 15Five is required by applicable law or order of a government/regulatory body to retain some or all the Customer Personal Data; (ii) Customer Personal Data is archived on back-up systems, which Customer Personal Data shall be securely isolated and protected from any further Processing, except to the extent required by applicable law; and/or (iii) it otherwise is permitted to be retained by 15Five under the Agreement.

2.7 Within a commercially reasonable period of time (and in all cases, within the time period required by Data Protection Laws), 15Five will comply with any request from Customer requiring 15Five to amend, transfer or delete Customer Personal Data, unless otherwise required by applicable law.

2.8 In the event 15Five receives any complaint, notice or communication from a Supervisory Authority or a Data Subject which relates to the Processing of Customer Personal Data, 15Five shall notify Customer thereof within a commercially reasonable period of time (and in all cases, within the time period required by applicable Data Protection Laws) and shall provide Customer and the Supervisory Authority, if applicable, with full cooperation and assistance in relation to any such complaint, notice or communication. Any assistance provided to Customer by 15Five pursuant to this Section 2.9 shall be at Customer's sole cost and expense.

2.9 Except as required by applicable law or permitted under the Agreement, 15Five will not disclose Customer Personal Data to any Data Subject or to a third party, other than an approved Sub-Processor, without Customer's prior written consent.

2.10 15Five will notify Customer within a commercially reasonable time period (and in all cases, within the time period required by applicable Data Protection Laws) upon becoming aware of any unauthorized or unlawful Processing, loss of, damage to, or destruction of any Customer Personal Data Processed by 15Five.

2.11 15Five will maintain all appropriate records of Processing carried out in respect of Customer Personal Data in accordance with this DPA as well as with applicable Data Protection Laws (the "Records").

2.12 Within a commercially reasonable period of time after receiving a written request from Customer and no more than once per calendar year, unless otherwise required by applicable law or a Supervisory Authority, 15Five will provide Customer with information demonstrating its compliance with this Article 2.

2.13 15Five will take appropriate technical, administrative and organizational measures designed to protect against the unauthorized or unlawful Processing of Customer Personal Data, and against the loss or destruction of, or damage to Customer Personal Data while Processed by 15Five. 15Five's current list of technical, administrative, and organizational measures is set out at: https://www.15five.com/terms/data-processing-addendum/technical-organizational-measures/. To the extent that the California Privacy Laws apply to the processing of the Customer Personal Data, the Customer has determined that the technical and organizational measures provided by 15Five are no less than the level of security required by the California Privacy Laws.

2.14 If and as necessary to effect the transfer of such Customer Personal Data, as directed by Customer, 15Five may Process, access, or direct Customer Personal Data anywhere in the world.

2.15 With respect to the transfer of Customer Personal Data by Customer, other than from within the U.S., to 15Five in a Third Country (as defined herein), the parties agree 15Five is a "data importer" and Customer is the "data exporter" under the Model Clauses. With respect to the transfer of Customer Personal Data by 15Five to a Sub-Processor in a Third Country, 15Five shall take commercially reasonable steps to ensure such Sub-Processor's complies with the data importer and Sub-Processor obligations under the Model Clauses. To the extent 15Five or a Sub-Processor Processes any Customer Personal Data that originates from the EEA, in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data, the parties agree to rely on the Model Clauses (Schedule A) to permit the transfer of Customer Personal Data and to provide adequate protection for such transfer. For purposes hereof, "Third Country" means a country not recognized by the European Commission as providing a suitable level of data protection. Notwithstanding the foregoing, to the extent 15Five or a Sub-Processor Processes any Customer Personal Data that originates from the United Kingdom in a country without 'essentially equivalent' privacy laws, the parties agree to rely on the IDTA Addendum (Schedule B) to permit such transfer of Customer Personal Data and to provide adequate protection for such transfer. 15Five's obligations to Customer under the DPA are only those express obligations imposed by the UK GDPR on a Data Processor for the benefit of a Data Controller (each, as defined under the UK GDPR).

2.16 In the event Customer reasonably determines that any Processing activity related to 15Five's Processing of Customer Personal Data is likely to result in high risk to the rights and freedoms of a Data Subject, 15Five and Customer shall reasonably cooperate, at Customer's sole cost and expense, to conduct a data protection impact assessment of such Processing activity, with such impact assessment to be conducted in a manner so as not to interfere with 15Five business operations.

3. Customer Obligations.

3.1 Customer agrees: (i) it will comply with its obligations under Data Protection Laws in the performance of its obligations under the Agreement, this DPA, and any Order Forms executed by the parties, including with respect to any Processing instructions it issues to 15Five; (ii) it will obtain all consents and rights necessary under Data Protection Laws for 15Five to Process Customer Personal Data; and (iii) it does not sell Customer Personal Data to 15Five in connection with the Agreement or this DPA. Customer warrants to 15Five that Customer's instructions and actions with respect to the Customer Personal Data, including its appointment of 15Five as a Processor, have been or will be authorized by the relevant Data Subject to the extent required under applicable law.

3.2 Customer acknowledges it is responsible for its use of the 15Five Materials, including making appropriate use of the 15Five Materials to ensure a level of security appropriate to the risk in respect of the Customer Personal Data, securing its account authentication credentials, protecting the security of Customer Personal Data when in transit to and from the 15Five Materials, and taking any appropriate steps to securely encrypt or backup any Customer Personal Data transmitted to the 15Five Materials.

3.3 15Five has no obligation to protect Customer Personal Data stored or transferred by Customer outside of the 15Five Materials (e.g., offline or on-premises storage).

3.4. Notices and Consents. Customer shall provide all notices and obtain all voluntary and explicit consents required under applicable Data Protection Laws from the Data Subjects to share the Customer Personal Data with 15Five via the 15Five Materials in order for 15Five to Process in accordance with the terms of this DPA (collectively, the "Notice and Consents"). Customer represents and warrants on an ongoing basis that it has obtained and will maintain the Notices and Consents for all Data Subjects through the entire Term of the Agreement; including but not limited to prior to obtaining the demographic information, as stated in Section 3.5, below.

3.5 Sensitive Data. Customer represents and agrees that before enabling the demographic data toggle in the 15Five Materials, Customer has already obtained the voluntary and explicit consent of the Data Subjects whose demographic data Customer seeks to collect and have 15Five, including 15Five's Sub-Processors, Process on behalf of Customer.

4. Processing Review.

4.1 The Records are 15Five's Confidential Information.

4.2 15Five shall permit Customer and its respective third party representatives (at Customer's sole cost and expense), on reasonable prior written notice during normal business hours, subject to agreement with 15Five's onsite confidentiality and security procedures and policies, no more than once per calendar year or as otherwise required by law, to gain access to, and receive copies of, the relevant portions of the Records, for the sole purposes of assessing Customer's compliance with Data Protection Laws and assessing 15Five's compliance with its obligations under this DPA. Customer shall conduct any such review within a reasonable timeframe so as not to unreasonably interfere in 15Five business operations.

4.3 Access by any third party representative of Customer shall be subject to such representative's agreement to confidentiality obligations no less restrictive than those set forth in the Agreement with respect to the Records and information obtained in connection with such review, provided that all such Records and information may be disclosed to Customer.

5. Term and Termination. This DPA shall remain in effect until the termination or expiration of the Underlying Agreement; provided, this DPA shall remain in effect as to any Customer Personal Data for so long as Customer Personal Data remains in the custody or control of 15Five. If 15Five Processes Customer Personal Data under one or more agreements in addition to the Agreement, this DPA shall terminate upon expiry of the last agreement between the parties related to the Processing of Customer Personal Data to expire or terminate.

6. General.

6.1. Except as necessary under applicable Data Protection Laws, a person who is not a party to this DPA may not enforce any of its terms against a party to this DPA.

6.2. The Agreement's choice of law and venue provision apply to this DPA unless otherwise required by law.

Schedule A

EC Standard Contractual Clauses for Controller to Processor

For the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council

Data Exporter:

Name of the data exporting organization:

Address

Tel.:

Fax:

E-mail:

Data Importer:

Name of the data importing organisation: 15Five, Inc.
Address: 3053 Fillmore St, Suite 279,
San Francisco CA 94123
United States of America

THE PARTIES HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

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) (1) 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 8.1(b), 8.9(a), (c), (d) and (e);

　　(iii) Clause 9(a), (c), (d) and (e);

　　(iv) Clause 12(a), (d) and (f);

(v) Clause 13;

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

(vii)   Clause   16(e);

(viii)Clause 18(a) and (b).

(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

Not applicable.

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.

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 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 (4) (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

(a)   The data importer has the controller's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least ten (10) days in advance, thereby giving the controller 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 controller with the information necessary to enable the controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the sub-processor(s).

(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. (8) 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

(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.

(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

(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

(a)   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

(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 (12);

(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 [for Module Three:, if appropriate in consultation with the controller]. 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 [for Module Three: the controller or] 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

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. 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) 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

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

(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 (specify Member State).

(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.

Schedule B: IDTA Addendum

Section I:

For purposes of data transfers originating in the UK Restricted Transfers, the Parties agree that the following changes to the Model Clauses apply:

1. Tables 1, 2 and 3 of Part 1 of the UK Transfer Addendum are deemed populated with the corresponding details set out in Annex 1 to the DPA and the foregoing provisions of Part 1 of Annex 2 (subject to the variations effected by the Mandatory Clauses described in (b) below); and

2. In Table 4 of the U.K. Addendum, if the ICO issues any revisions to the U.K. Addendum after the Effective Date ("ICO Revision"), 15Five shall have the right to terminate this IDTA Addendum in accordance with the U.K. Addendum, the DPA, and the Underlying Agreement. Upon such termination of this IDTA Addendum:

   a. 15Five shall cease its Processing of the U.K. Personal Data; and

   b. Each Party shall follow the processes described in Section 2.15 of the DPA with respect to the U.K. Customer Personal Data. Notwithstanding the foregoing, termination of this IDTA Addendum in the event of an ICO Revision shall not terminate the DPA, the Agreement, and/or the obligations of either Party arising thereunder with respect to Personal Data other than U.K. Customer Personal Data, except and unless expressly agreed by and between the Parties.

Section II:

The Parties agree to be bound by the Mandatory Clauses of the UK Transfer Addendum.

In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs shall be read as a reference to those SCCs as varied in the manner set out in this Section II.

ANNEX I: TO THE STANDARD CONTRACTUAL CLAUSES

A.   LIST OF PARTIES

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

<table>
<tr><td>

Name: …

Address: …

Contact person's name, position and contact details: …

Signature and date: …

Role (controller/processor): … **Controller**

</td></tr>
</table>

Data importer(s):

<table>
<tr><td>

Name: 15Five, Inc.

Address: 3053 Fillmore St, Suite 279, San Francisco CA 94123, United States

Contact person's name, position and contact details:

Director of Information Security and Compliance

compliance@15five.com

Signature and date: …

Role (controller/processor): … **processor**

</td></tr>
</table>

B.   DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is	Customer's past, current and potential staff, independent contractors, and other authorized users of

transferred:	the 15Five Materials.
Categories of personal data transferred:	- Personal Identifying data (given and surname, employee id/reference, job title, location, timezone, photograph) - Grouping or categories of employees - Communication/Contact Details (email address, telephone number) - Online identifiers (advertising id – mobile only, IP Address, cookie) - Employment Related Data (employee reference identifier, job title and level, departments, work location, performance reviews data, check-ins, 1-on-1 meeting agendas) - Sensitive data – demographic data (only if the demographic data toggle feature has been enabled on the 15Five System by Customer)
Sensitive Data	Provided Customer obtains all the necessary Notices and Consents (defined in the DPA), and affirmatively enables the demographic toggle, 15Five(and its sub-processors) will process the demographic data in accordance with this DPA. Additionally, with regard to the sensitive data, 15Five and its sub-Processors will take the following additional security measures: data for demographic attributes will be encrypted and will not be readable.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Continuous
Nature of the processing:	The setup and maintenance of our service to enable the Exporter and its permitted users to use the 15Five Materials.
Purpose(s) of the data transfer and further processing:	Personal data may be received, processed, and stored in order to: (a) provide the Services in accordance with the Agreement; (b) to communicate with data exporter; and (c) to otherwise fulfill obligations under the Agreement.
The data importer may process personal data for the following purposes:	The objective of the processing of personal data by 15Five is the performance of the Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	The term of the contract.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	15Five transfers data to sub-processors who provide support, infrastructure and analytic activities that are required for the operation of our service. The nature and duration of processing are the same as 15Five's.

C. COMPETENT SUPERVISORY AUTHORITY

- For the purposes of any Customer Personal Data subject to the GDPR and/or the GDPR as implemented in the domestic law of the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018, where such personal data processed in accordance with the Model Clauses, the competent supervisory authority shall be as follows:

> (i) where Subscriber is established in an EU member state, the supervisory authority with responsibility for ensuring Subscriber's compliance with the GDPR shall act as competent supervisory authority;

> (ii) where Subscriber is not established in an EU member state, but falls within the extraterritorial scope of the GDPR and has appointed a representative, the supervisory authority of the EU member state in which Subscriber's representative is established shall act as competent supervisory authority; or

> (iii) where Subscriber is not established in an EU member state but falls within the extraterritorial scope of the GDPR without however having to appoint a representative, the supervisory authority of the EU member state in which the Data Subjects are predominantly located shall act as competent supervisory authority.

In relation to Personal Data that is subject to the U.K. GDPR, the competent supervisory authority is the United Kingdom Information Commissioner's Office, subject to the additional terms set forth in the International Data Transfer Addendum to the EU Model Clauses attached hereto.

ANNEX II: TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organisational security measures implemented by the data importer in accordance with the Clauses is set out at
https://www.15five.com/terms/data-processing-addendum/technical-organizational-measures/.

ANNEX III: TO THE STANDARD CONTRACTUAL CLAUSES

In accordance with the Clauses, Customer hereby authorizes the Sub-Processors set out at https://www.15five.com/terms/data-processing-addendum/sub-processors to process Customer Personal Data.