DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the MSA ("**Underlying Agreement**") between 15Five and Customer, effective as of the date last signed by either party that causes the DPA to be fully signed and returned to legal@15five.com ("**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.

- "**15Five Account Data**" means the personal data that relates to 15Five's relationship with Customer, including the names or contact information of individuals authorized by Customer to access Customer's account and billing information (e.g. 15Five Materials admin, contract point of contact, etc.). 15Five Account Data also includes any data 15Five may need to collect for the purpose of managing its relationship with Customer, identify verification, or as otherwise required by applicable laws and regulations.
- "**15Five Usage Data**" means 15Five Materials usage data collected and processed by 15Five in connection with the provision of services, including without limitation data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the services, and to investigate and prevent system abuse.
- "**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 Exporter**" means Customer.
- "**Data Importer**" means 15Five, Inc.
- "**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"); (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"); or (5) the Swiss Federal Act on Data Protection 1992 (including as amended or superseded; the "Swiss DPA").
- "**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 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 (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.
- "**Restricted Transfers**" means (i) (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) 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 UK GDPR ("**UK Restricted Transfer**"); and (iii) where the Swiss DPA applies, a transfer of Personal Data from Switzerland to any other country which is not determined to provide adequate protection for Personal Data by the Federal Data Protection and Information Commission or Federal Council (as applicable);
- "**Underlying Agreement**" or "**MSA**" means the Master Subscription Agreement to which this DPA is attached and incorporated by reference as Exhibit E.

1.1. Compliance with Laws. 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 Controller and Processor.

2.1.1. 15Five as Processor. 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, as otherwise agreed in writing by the Parties, or as otherwise requested by Customer, including Customer providing instructions via configuration tools and APIs made available by 15Five within the 15Five Materials. Customer, as 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.

2.1.2. 15Five as Controller. Notwithstanding anything to the contrary in this DPA or otherwise, the parties agree that 15Five is an independent controller, not a joint controller, with Customer solely regarding 15Five Account Data and 15Five Usage Data. 15Five will process 15Five Account Data and 15Five Usage Data as a controller (i) to manage the relationship with the Customer; (ii) to carry out 15Five's core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the 15Five Materials, and to prevent harm to Customer; (iv) for identity verification purposes; (v) to comply with legal and regulatory obligations applicable to the processing and retention of Personal Data to which 15Five is subject; and (vi) as

otherwise permitted under applicable Data Protection Laws in accordance with this DPA and the Underlying Agreement. 15five may also use 15Five Usage Data as a controller (including but not limited to the anonymized data) to provide, optimize, and maintain the 15Five Materials, to the extent permitted by the Data Protection Laws. Any processing by 15Five as a controller shall be in accordance with 15Five's Privacy Policy available at: https://www.15five.com/privacy/.

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 2.8 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 ("**Security Incident**"), loss of, damage to, or destruction of any Customer Personal Data Processed by 15Five. For the avoidance of doubt, Security Incident does not include unsuccessful or unverified attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

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 Section 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. Customer explicitly agrees that 15Five's primary processing operations take place in the United States, and that the transfer of Customer Personal Data to the Unites States is a necessary requirement for the provision of the services to Customer.

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 (as more particularly described in Section 2.15.1, below) 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.

2.15.1. Transfers from EEA. The Parties agree that transfers from the EEA to a Third Party are made pursuant to the Model Clauses, which are hereby incorporated by reference and deemed entered into as follows:

2.15.1.1. Module One (Controller to Controller) of the SCCs apply when 15Five is processing Personal Data as a controller pursuant to Section 2.1.2.

2.15.1.2. Module Two (Controller to Processor) of the SCCs apply when 15Five is processing Personal Data as a controller pursuant to Section 2.1.1.

2.15.1.3. For each Module, where applicable, the following selections apply:

a. The optional docking in Clause 7 does not apply;
b. In Clause 9, Option 2 (general written authorization) applies and the minimum time period for prior notice of Sub-Processor changes is set for in Section 2.4 of this DPA;
c. In Clause 11, the optional language does not apply;
d. The language encased in the square brackets in Clause 13 are hereby removed, except for the first one;
e. In Clause 17 (Option 1), the EU SCCs will be governed by Ireland law;
f. In Clause 18(b), disputes will be resolved before the courts of Ireland;
g. Composite Exhibit "A" to this DPA shows the necessary information required by Annex I through Annex III of the EU SCCs; and
h. By entering into this DPA, the Parties are deemed to have signed the EU SCCs and that same are incorporated by reference, including the annexes mentioned in (g) above.

2.15.2. Transfers from the UK. 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 Exhibit "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).

2.15.3.Additionally, to the extent 15Five or a Sub-Processor Processes any Customer Personal Data that originates from Switzerland in a country without 'essentially equivalent' privacy laws, the Parties agree that the Model Clauses, as amended below, will apply to permit such transfer of Customer Personal Data and to provide adequate protection for such transfer:

2.15.3.1. references to 'Regulation (EU) 2016/679' in the EU SCCs will be deemed to refer to the Swiss DPA;

2.15.3.2. references to specific articles of 'Regulation (EU) 2016/679' will be deemed replaced with the equivalent article or section of the Swiss DPA,

2.15.3.3. references to 'EU', 'Union' and 'Member State' will be deemed replaced with 'Switzerland',

2.15.3.4. references to the 'competent supervisory authority' and 'competent courts' are replaced with the 'Swiss Federal Data Protection Information Commissioner' and 'applicable courts of Switzerland' (as applicable),

2.15.3.5. the EU SCCs will be governed by the laws of Switzerland, and

2.15.3.6. disputes will be resolved before the competent courts of Switzerland;

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.

In witness whereof, this DPA is effective as of the Effective Date.

15Five, Inc. By: _____ Name: Date:	Customer: By: _____ Name: Date:

Composite Exhibit "A"

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]

Name: …
Address: …
Contact person's name, position and contact details: …
Signature and date: …
Role (controller/processor): … **Controller**

Data importer(s):

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**

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:	Customer's past, current and potential staff, independent contractors, and other authorized users of 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), Meeting content ingested from Customer-connected third-party services (e.g. Google Meet, Zoom, Microsoft Teams), including transcripts, recordings, captions, and derived summaries • Sensitive data – demographic data (only if the demographic data toggle feature has been enabled on the 15Five System by Customer) • Any data shared within the platform and/or use of AI notetaker
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.

Exhibit 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.