



SUPPLIER DATA PROCESSING AGREEMENT

Upstage Communications Ltd (hereinafter referred to as “Supplier”) has been engaged to provide services for Oracle America, Inc, and/ or its parent, direct and indirect subsidiaries and affiliates in place as of the date of this Supplier Data Processing Agreement (“SDPA”) as well as those that succeed to the interest thereof during the term of this SDPA (hereinafter referred to as “Oracle”) which includes access to the personal information of an Oracle employee, customer or partner.

In performing those services, you agree to comply at all times with this SDPA and the signatories below warrant and represent that they are authorized to execute this SDPA on behalf of Oracle and Supplier, respectively. The Effective Date of this SDPA shall be the later date on which the parties below sign it.

1. DEFINITIONS

For the purposes of this Supplier Data Processing Agreement:

- 1.1. “**Affiliate**” shall mean, as to any entity, any other entity that, directly or indirectly, controls, is controlled by or is under common control with such entity.
- 1.2. “**Applicable Law**” shall mean any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (including any and all legislative and/or regulatory amendments or successors), to which a party to this SDPA is subject and which is applicable to a party’s information protection and privacy obligations.
- 1.3. “**Binding Corporate Rules**” shall mean the internal corporate rules approved pursuant to the EU cooperation procedure that enable international transfers in compliance with Articles 25 and 26 of EU Directive 95/46.
- 1.4. “**Data Subject**” shall mean any individual about whom Personal Information may be Processed under this SDPA.
- 1.5. “**Model Clauses**” shall mean the Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries under EU Directive 95/46 (pursuant to Commission Decision 2010/87/EU and currently available at http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index_en.htm).
- 1.6. “**Personal Information**” shall mean any information that identifies an individual or relates to an identifiable individual or as otherwise defined under Applicable Law.
- 1.7. “**Process**” or “**Processing**” shall mean the collection, recording, organization, alteration, use, access, disclosure, copying, transfer, storage, deletion, combination, destruction, disposal or other use of Personal Information by Supplier on behalf of Oracle.
- 1.8. “**Special Personal Information**” shall mean any of the following types of Personal Information: (i) social security number, taxpayer identification number, passport number, driver’s license number or other government-issued identification number; or (ii) credit or debit card details or financial account number, with or without any code or password that would permit access to the account; credit history, or (iii) information on race, religion, ethnicity, sex life or practices, medical or health information, genetic or biometric information, biometric templates, political or philosophical beliefs, political party or trade union membership, background check information, judicial data such as criminal records or information on other judicial or administrative proceedings, or any other category of Personal Data identified as special or sensitive under Applicable Law.

- 1.9.** “**Transfer**” shall mean the access by, transfer or delivery to, or disclosure of Personal Information to a person, entity or system located in a country or jurisdiction other than the country or jurisdiction where the Personal Information originated from.

2. DATA PROCESSING

With respect to Personal Information provided to Supplier by Oracle, or otherwise Processed by Supplier on Oracle’s behalf, Supplier shall, and shall ensure that any person Processing Personal Information on its behalf, shall:

- 2.1.** Process Personal Information only to deliver services as instructed and permitted by Oracle, in compliance with Applicable Law, and not Process Personal Information for any other purpose, including for its own commercial benefit, unless Oracle has provided its prior written agreement.
- 2.2.** Comply, except as otherwise agreed to by Oracle in the Agreement, with the Oracle Supplier Information and Physical Security Standards (“OSSS”) and Oracle Supplier Code of Ethics (“OSCoE”). In order to address evolving business risk, security standards and regulatory compliance requirements, Oracle may update the OSSS or OSCoE at its discretion. The current versions are available at <http://www.oracle.com/corporate/supplier/index.html>.
- 2.3.** Not permit the Processing of Personal Information by any third party (including Affiliates and subcontractors) without the express prior written agreement of Oracle. If Oracle approves Supplier’s Processing by a third party, such third party shall, prior to any such Processing, have entered into an agreement at least as restrictive as this SDPA. Such agreement shall be provided to Oracle promptly upon request. Supplier shall remain responsible for all actions by such third parties with respect to the Processing of Personal Information.
- 2.4.** Ensure that all Personal Information created by Supplier on behalf of Oracle is accurate and, where appropriate, kept up to date, and ensure that any Personal Information which is inaccurate or incomplete is erased or rectified in accordance with Oracle’s instructions.
- 2.5.** Upon request and within a reasonable time, correct, delete, and/or block Personal Information from further Processing and/or use.
- 2.6.** In the event that Supplier is storing and maintaining Personal Information on Oracle’s behalf:
- (a) Keep databases containing Personal Information obtained from Oracle separate from information obtained from any other third party;
 - (b) Update its records with any updated Personal Information provided by Oracle within five (5) business days from its receipt, unless the parties have agreed in writing to a shorter period; and
 - (c) Log all access to Special Personal Information, with information identifying the user accessing data, when it was accessed (date and time), and whether the access was authorized or denied. Supplier will log atypical events (for example, a computerized removal of a significant volume of data). These logs must be maintained at least for 3 years.
- 2.7.** Where the services involve Supplier collecting Personal Information directly from the Data Subject on Oracle’s behalf:
- (a) seek instructions from Oracle regarding:
 - (i) information that must be provided to the Data Subject in connection with the collection of the Data Subject’s Personal Information;
 - (ii) opt-in consents required for direct marketing purposes; and
 - (iii) requests by Australian Data Subjects to be dealt with on an anonymous or pseudonymous basis.
 - (b) maintain records of any consents it obtains and/or notices it provides;

- (c) not collect any Personal Information without the explicit consent of the Data Subject; and
 - (d) not, where the Personal Information includes government related identifiers, adopt the government related identifier for an individual as its own identifier of the individual or use or disclose the government related identifier except where it is reasonably necessary to verify the identity of the individual, unless otherwise directed by Oracle.
- 2.8.** To the extent permitted by Applicable Law, notify Oracle promptly and act only upon Oracle's instructions concerning:
- (a) Any requests for disclosure of Personal Information by law enforcement or other governmental authority;
 - (b) Any request by law enforcement or other governmental authority for information concerning the processing of confidential information in connection with this SDPA and/or the Agreement; and
 - (c) Any request received directly from an individual concerning his/her Personal Information.
- 2.9.** Permit Oracle to share the terms of this SDPA, the Agreement, and other information provided by Supplier to demonstrate compliance with this SDPA or Applicable Laws, with Oracle Affiliates, customers and regulators.
- 2.10.** Take any other steps reasonably requested by Oracle to assist Oracle in complying with any notification, registration or other obligations applicable to Oracle under Applicable Laws.
- 2.11.** Inform Oracle promptly if Supplier has reason to believe that legislation applicable to the Supplier (or changes in legislation applicable to Supplier) prevent it from fulfilling its obligations under the SDPA.
- 2.12.** Execute a Business Associate agreement with Oracle if the services involve access to protected health information as defined by the U.S. Health Insurance Portability and Accounting Act (HIPAA) and implement the applicable safeguards and processes for the handling of PHI that are specified in the HIPAA Privacy and Security Rules.

3. TRANSFERS of PERSONAL INFORMATION

- 3.1.** To the extent the Processing of Personal Information involves a Transfer, including if Supplier Transfers Personal Information through its affiliates, subcontractors or other third parties, such Transfers shall be subject to:
- (a) for Personal Information originated from countries or jurisdictions globally, the terms of this SDPA; and
 - (b) for Personal Information originated from, the EEA, Switzerland or other countries or jurisdictions recognizing EU Directive 95/46/EC Transfer Mechanisms, the Model Clauses as supplemented in Appendix 1 to this SDPA.
- 3.2.** The provisions of Section 3.1.(b) above are not applicable to the extent the Transfer is:
- (a) to a recipient located in a Member State of the EEA or Switzerland; or
 - (b) to a recipient covered by a binding adequacy determination by a competent authority with jurisdiction over Oracle (including the European Commission decisions on the adequacy of the protection of personal data in third countries); or
 - (c) subject to another approved Transfer mechanism that provides an adequate level of protection in accordance with Applicable Law, such as Binding Corporate Rules approved pursuant to EU Directive 95/46/EC.
- 3.3.** For the purposes of Section 3.1 (b), Supplier and Oracle agree that incorporation of the Model Clauses, as supplemented in Appendix 1, into this SDPA shall act as a legally-binding execution of the Model Clauses. Supplier and Oracle shall work together to allow Oracle to apply for and

obtain any permit, authorization or consent that may be required under Applicable Law in respect of Oracle's reliance on the Model Clauses

Other than the addition of the changes above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

UPSTAGE COMMUNICATIONS LTD

Danielle Littlestone

Danielle Littlestone (Apr 15, 2016)

(Authorized Signature)

Danielle Littlestone

(Name)

Director of Operations

(Title)

Apr 15, 2016

(Date)

ORACLE AMERICA, INC.

Davis Tran

Davis Tran (Mar 28, 2016)

(Authorized Signature)

Davis Tran

(Name)

Senior Manager Procurement Contracts

(Title)

March 28, 2016

(Date)

APPENDIX 1

Transfers of Personal Information from EEA and Switzerland: Supplement to Model Clauses

1. Supplier agrees to abide by the requirements of the Data Importer under the Model Clauses, including Annexes 1 and 2, which are incorporated herein by reference.
2. The following provisions shall apply to **Appendix 1** to the Model Clauses:
 - a. **Data Exporter** is either a subsidiary of Oracle Corporation which performs services for customers of itself and other subsidiaries of Oracle Corporation (collectively, the "Oracle Affiliates") or a customer of any of the Oracle Affiliates (collectively "Customers").
 - b. **Data Importer** is the Supplier. Data Importer is company organized under the laws of the United Kingdom. Data Importer employs individuals that may access the data described below from the United Kingdom.
 - c. **Data Subjects** include Oracle's and its Customers' representatives and end users, such as employees, contractors, collaborators, partners, and customers of the Customer, as well as individuals attempting to communicate or transfer Personal Information to such persons.
 - d. **Categories of Personal Information** may include, among others, personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, social security details and business contact details; financial details; and goods and services provided.
 - e. **Sensitive data** may include racial or ethnic origin; political opinions, religious or other beliefs of a similar nature; trade union membership; sexual life; physical health or mental condition; and offences or alleged offenses.
 - f. **Processing operations** include services to manage, develop, implement, support, and/or maintain computer hardware, computer software, computing environments or other business processes of the Oracle Affiliates and their Customers to facilitate their business activities and business processes (including compliance with legal requirements and other risk management functions). Any activity performed as a part of the aforementioned services (as may be further specified in an agreement between the customer(s) and one or more Oracle Affiliates) may use or process data only for purposes of performing the specified services on behalf of the Data Exporter. The Model Clauses are governed by the substantive and procedural laws of the country of incorporation of the Customer which personal data are subject to the processing operations. Data Importer agrees that, to the extent required by applicable law, the terms and conditions of the Model Clauses may be enforced directly by the relevant customer(s) of the Oracle Affiliates.
3. The following provisions shall apply to **Appendix 2** to the Model Clauses: the applicable technical and organizational security measures are set out in the Oracle Supplier Information and Physical Security Standards available at <http://www.oracle.com/corporate/supplier/index.html>.
4. Supplier acknowledges on behalf of itself, its affiliated entities, and any permitted contractor(s), the third-party beneficiary obligations pursuant to clause 3 paragraph 3 of the Model Clauses.
5. Supplier agrees not to use any subcontractors to perform services under the Agreement, unless Oracle has approved the use of such subcontractor in writing and Supplier has agreed to terms with such subcontractor that are at least as protective as those specified herein.

6. In accordance with clauses 4(e) and 5(f) of the Model Clauses, Supplier agrees that Oracle or its Customers may perform security audits upon reasonable notice and coordination with Supplier to confirm compliance with the terms of this SDPA and the Agreement. Supplier will also ensure that Oracle or its Customers have direct access and rights to audit any authorized subcontractors upon reasonable notice in order to confirm compliance with their obligations.
7. The parties agree that, in the event of a direct conflict between a term of this SDPA and the terms of the Agreement, the relevant term of this SDPA will prevail.
8. In the event that the Supplier and Data Importer are different subsidiaries or affiliates of one entity (e.g., where the Supplier is located in the European Union but has an affiliate in another country that acts as a data importer pursuant to the terms of the Model Clauses), both have executed this SDPA below and both agree to comply with the obligations of Supplier and Data Importer.