

AMENDMENT 1
to the
SUPPLIER DATA PROCESSING AGREEMENT
between
UPSTAGE COMMUNICATIONS INC.
and
ORACLE AMERICA, INC.

This Amendment 1 (“Amendment”) dated May 24, 2022 (“Effective Date”) shall serve to amend the **Supplier Data Processing Agreement** (the “Agreement”) dated January 1, 2018 between UPSTAGE COMMUNICATIONS INC. (“Supplier”) and Oracle America, Inc. (“Oracle”).

Now, therefore, in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, Supplier and Oracle hereby agree as follows:

1. Section 1.17 is hereby deleted with the following:
 - 1.17. If relevant to the Agreement with Oracle, Supplier shall cooperate and assist with any inquiry or audit by relevant customers of Oracle (or a qualified independent third party auditor selected by such customer), or a regulatory authority, in the event of a security incident or otherwise required under applicable law

2. Section 2, Transfers of Personal Information, is hereby deleted and replaced with the following:
 2. **Transfers of Personal Information**
 - 2.1 **Restricted transfers from EEA and Switzerland.** This Section applies solely when the Processing of Personal Information by Supplier or its Authorized Subprocessors involves a Transfer from a Member State within EEA or Switzerland to Supplier or its Authorized Subprocessors (i) located outside the EEA or Switzerland and (ii) not covered by an Adequacy Decision.
 - (a) **Oracle as Data Controller.** Where Oracle Processes Personal Information for its own purposes as Data Controller, one of the following will apply:
 1. **Supplier BCR-P.** Where the Transfer to Supplier is covered by Supplier’s authorized Binding Corporate Rules for Processors, Supplier represents, warrants, and covenants (i) that it will maintain its European authorization of its Binding Corporate Rules for Processors for the duration of the Agreement, (ii) to promptly notify Oracle of any subsequent material changes in such authorization, and (iii) to downstream any of its obligations under its Supplier Binding Corporate Rules for Processors to Authorized Subprocessors by entering into an appropriate onward transfer agreement with any such Authorized Subprocessor; or
 2. **Controller to Processor EU Model Clauses.** An unmodified set of EU Model Clauses of which the body is incorporated by reference to this Agreement and the Appendices are attached as Module 2 (**Appendix 1 to the Supplier Data Transfer Addendum**).
 - (b) **Oracle as Data Processor.** Where Oracle, as a Data Processor, Processes Personal Information on behalf of its customers, such Personal Information may (depending on the relevant customer agreement) have been Transferred to Oracle or an Oracle Affiliate outside of EEA or Switzerland under (i) the Oracle BCR-P, or (ii) EU Model Clauses between Oracle (and its Affiliates) and the customer. As the Processing by Supplier and its Authorized Subprocessors may involve Personal Information covered by either of these Transfer Mechanisms, the following applies as applicable:
 1. **Oracle BCR-P.** Supplier agrees, and shall ensure that its Authorized Subprocessors agree, that where Supplier or any of its Authorized Subprocessors fails to fulfill their data protection related obligations under the Agreement and an Individual has a claim against Oracle or its customer with respect to such violation, but is unable to enforce the claim against Oracle or its customer, because Oracle and/or its customer have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed their entire legal obligations by contract or by operation of law, the Individual can enforce the data protection related obligations

of the Agreement against Supplier and/or Authorized Subprocessor as third-party beneficiaries and that the Individual may, at his or her choice, submit a claim against Supplier and/or the Authorized Subprocessor to the Competent Supervisory Authority or courts in the country of origin of the data Transfer. The parties agree that in such case the relevant Individual shall be entitled to receive compensation for the damage suffered as a result of any breach of the obligations of Supplier and/or its Authorized Subprocessors under the Agreement.

2.Processor to Processor EU Model Clauses. Supplier enters into an unmodified set of EU Model Clauses of which the body is incorporated by reference to this Agreement and the Appendices are attached as Module 3 (**Appendix 2 to the Supplier Data Transfer Addendum**).

- 2.2 **Restricted Transfers from the United Kingdom.** When the Processing of Personal Information by Supplier or its Authorized Subprocessors involves a Transfer from the United Kingdom to Supplier or its Authorized Subprocessors (i) located outside the United Kingdom and (ii) not covered by not received an Adequacy Decision, such Transfers are subject to the terms of the EU Model Clauses 2010/87/EU of 5 February 2010, or any successor UK Model Clauses which shall be incorporated herein by this reference and will be effective on the date upon which such UK Model Clauses become effective.
- 2.3 **Restricted Transfers from Other Jurisdictions.** In addition to any applicable requirements under Section 4 below, transfers from other jurisdictions globally that have Transfer restrictions are subject to the terms of this SDPA-P and the Supplier Transfer Addendum as applicable, including any data protection and security policies referenced herein.
- 2.4 **Additional Safeguards and Remedies.** Oracle and Supplier will review any supplemental measures, which may be required based on applicable European Data Protection Law for the transfer of Personal Information to countries that do not offer an adequate level of protection. Oracle and Supplier will work together in good faith to find a mutually acceptable resolution to address such request, including but not limited to reviewing technical documentation for the Services, and discussing additional available technical safeguards and security services.
- 2.5 **Additional Controller Rights.** Supplier will provide Oracle with a copy of the relevant Transfer Mechanism and/or Terms and any other additional safeguard mechanisms as required under the Applicable Data Protection Law promptly upon request. Oracle will have the right to terminate the Agreement, in accordance with Section 5.4 above if the approved Transfer Mechanism is invalidated and no alternative approved Transfer Mechanism is put in place or when the related Terms are not adequate or not put into place.

3. Annex I, section 1.8, is hereby deleted and replaced with the following:

“**EU Model Clauses**” means the standard contractual clauses annexed to the EU 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 or any successor standard contractual clauses issued by the European Commission;

4. Annex II (including appendices 1 and 2 to the EU Model Clauses) and Annex III (Annex A to the Argentinian Model Clauses, are hereby deleted and replaced with the Supplier Data Transfer Addendum, attached hereto.

Except for the modifications set forth above, all other terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall prevail. The terms defined in the Agreement and used in this Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized representatives as of the date first above written.

SUPPLIER

DocuSigned by:

Rod Lee

10P2C84658A144B
_(Authorized Signature)

ORACLE AMERICA, INC.

DocuSigned by:

Shirley Kuloie

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_(Authorized Signature)

_(Name)

_(Name)

_(Title)

_(Title)

(Date)

(Date)

Supplier's Taxpayer ID# _____

Oracle Purchase Order No. _____

Supplier Data Transfer Addendum

Appendix 1

EU Standard Contractual Clauses for Controller to Processor Transfers (Module 2)(“Clauses”)

Preamble

1. The unmodified set of the Clauses identified as corresponding to Module 2 in the Implementation Decision adopted by the Commission on June 4th, 2021, of which body is incorporated by reference to this Appendix 1 and the annexes are attached as specified under Section 5 below, applies to the Processing of Personal Information by the Supplier in its role as a Processor as part of the provision of Services under the Agreement, between the Supplier and Oracle, where such Personal Information is processed by the Supplier and/or a Supplier Affiliate in a third country outside the EU/EEA that has not received an adequacy finding under Applicable European Data Protection Law.
2. Only to the extent applicable with regards to the processing of Swiss Personal Information, the Parties wish to clarify that (1) references to EU member states in these Clauses shall not be interpreted in such a way that data subjects in Switzerland are excluded from exercising their rights at their habitual residence in Switzerland, (2) these Clauses also protect data pertaining to legal entities as long as the Swiss Federal Act of 19 June 1992 on Data Protection, as amended, including the Ordinance to the FADP, remain in force; and that (3) the Swiss Regulator is the competent authority for the purposes of the Agreement.
3. The Parties wish to establish safeguards for their data transfers outside of the EU/EEA and Switzerland in consideration of the Court of Justice of the European Union Schrems II ruling of 16 July 2020 (Case C-311/18), and therefore the Services Contract describe supplementary measures to address such safeguards.
4. The parties agree to the following modifications in relation to the body of the Clauses:
 - a) The parties agree to use option 1 identified under Section 17 of the Clauses and further chose Ireland as governing law for the Clauses.
 - b) The parties agree to modify Clause 18 Subsection (b) by adding Ireland as choice of forum and jurisdiction.
5. The following annexes specified below shall be incorporated and considered part of this Appendix 1:
 - Annex I (includes the List of Parties, Description of Transfer, and Competent Supervisory Authority)
 - Annex II - Technical and organisational measures including technical and organisational measures to ensure the security of the data
 - Annex III - List of sub-processors

This Annex has already been completed. Additional modifications are not required.

ANNEX I to the 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: The Oracle contracting entity identified in the Services Contract.

Address: The address for the Oracle contracting entity identified in the Services Contract.

Contact person's name, position and contact details:

Refer to Section 3 of the Oracle Services Privacy Policy, available at:
<https://www.oracle.com/legal/privacy/services-privacy-policy.html#1-6>

Activities relevant to the data transferred under these Clauses: The Services as defined in the Services Contract.

Signature and date: Signature and date is effective as of the date of the Services Contract

Role (controller/processor): Processor (for the Processor to Processor Clauses)

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: The Supplier identified in the Services Contract.

Address: The address for the Supplier entity identified in the Services Contract.

Contact person's name, position, and contact details: The Supplier contact details identified in the Services Contract.

Activities relevant to the data transferred under these Clauses: The Services as defined in the Services Contract.

Signature and date: Signature and date is effective as of the date of Services Contract

Role (controller/processor): Processor (for the Processor to Processor Clauses)

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Employees, including temporary and prospective employees, relatives, guardians and associates of the data subject, existing and prospective customers, suppliers, visitors or registrants at offices, web sites and/or events, employees of corporate business associates (e.g., resellers of company products and services), advisors, consultants and other professional experts, and/or other categories as set out in the relevant Services Contract.

Categories of personal data transferred

Personal contact details including name, home address, home telephone or mobile number, fax number, email address, and passwords, 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 entity name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, and business contact details, results from background checks, administrative, audit, accounting and financial information, including tax information and bank details, information gathered in connection with investigations such as video footage and ID badge records, network, computer, email and phone or other communications or messaging systems, logs, data and files, including network traffic data and domain names of websites visited, emails and files stored in company workspaces, imaging and forensic analysis of computing resources and any data stored on those resources, personal data about individuals named in legal matters or correspondence, or provided in connection with the provision of legal, banking, audit and/or financial services, including for conflict checking and billing purposes, financial details, goods and services provided, browser and device information, data collected through automated electronic interactions, application usage data, demographic information, geographic or geo-location information, and/or other data as set out in the relevant Services Contract.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Special Personal Information as necessary to perform the Services as more fully described in the relevant Services Contract.

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

Throughout the term of the Agreement, personal data may be transferred on a continuous basis.

Nature of the processing

Processing operations are limited to the extent necessary to provide the services as specified under the Agreement.

Purpose(s) of the data transfer and further processing

Data Importer shall solely process Personal Data for the provision of the services to be provided under the Services Agreement, and shall not process and use Personal Data for purposes other than those set forth in the Agreement, as instructed by Data Exporter or as required by law.

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

Personal data will be retained for the duration of the services under Agreement.

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

See section on subprocessors in the Services Contract

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13.

Irish Data Protection Commission

ANNEX II to the Clauses

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

As set out in the Services Contract.

[Note: Modifications to this Annex are not required – leave this page blank.]

ANNEX III to the Clauses

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).

The controller has authorised the use of the following sub-processors:

1. Name: ...

Address: ...

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

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

2. Name: ...

Address: ...

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

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

3. Name: ...

Address: ...

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

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

See section on subprocessors in the Services Contract

Data Importer: DocuSigned by:

By: Rod Lee
10D2C84358A144B...

Name (Print): _____

Title: _____

Signature Date: _____

Data Exporter: DocuSigned by:

By: Shirley Kuloic
1B43BF16A461405...

Name (Print): _____

Title: _____

Signature Date: _____

Appendix 2

EU Standard Contractual Clauses for Processor to Processor Transfers (Module 3) (“Clauses”)

Preamble

1. The unmodified set of the Clauses of which body is incorporated by reference to this Appendix 2 and the annexes are attached as specified under Section 5 below, identified as corresponding to Module 3 in the Implementation Decision adopted by the Commission on June 4th, 2021, applies to the Processing of Personal Information by the Supplier in its role as a Processor as part of the provision of Services under the Agreement between the Supplier and Oracle, where such Personal Information is processed by the Supplier and/or a Supplier Affiliate in a third country outside the EU/EEA that has not received an adequacy finding under Applicable European Data Protection Law.
2. Only to the extent applicable with regards to the processing of Swiss Personal Information, the Parties wish to clarify that (1) references to EU member states in these Clauses shall not be interpreted in such a way that data subjects in Switzerland are excluded from exercising their rights at their habitual residence in Switzerland, (2) these Clauses also protect data pertaining to legal entities as long as the Swiss Federal Act of 19 June 1992 on Data Protection, as amended, including the Ordinance to the FADP, remain in force; and that (3) the Swiss Regulator is the competent authority for the purposes of the Agreement.
3. The Parties wish to establish additional safeguards for their data transfers outside of the EU/EEA and Switzerland in consideration of the Court of Justice of the European Union Schrems II ruling of 16 July 2020 (Case C-311/18), and therefore the Services Contract describe supplementary measures to address such safeguards.
4. The parties agree to the following modifications in relation to the body of the Clauses:
 - a) The parties agree to use option 1 identified under Section 17 of the Clauses and further chose Ireland as governing law for the Clauses.
 - b) The parties agree to modify Clause 18 Subsection (b) by adding Ireland as choice of forum and jurisdiction.
5. The following annexes as specified in Appendix 1 above shall be incorporated and considered part of this Appendix 2:
 - Annex I (includes the list of Parties, Description of Transfer, and Competent Supervisory Authority)
 - Annex II - Technical and organisational measures including technical and organisational measures to ensure the security of the data
 - Annex III - List of sub-processors
6. The Clauses apply as of the Effective Date of the Agreement, and will automatically terminate upon the end of the Services Period of the respective Agreement or until replaced by any other Transfer Mechanism, whichever comes first.

Appendix 3

EU Standard Contractual Clauses as supplemented by the UK International Data Transfer Addendum (“UK Clauses”) in accordance with the UK GDPR and UK Data Protection Act

1. An unmodified set of the Clauses set out in Appendices 1 and 2, and supplemented with the UK’s International Data Transfer Addendum (“UK Addendum” and collectively, the “UK Clauses”), , applies to the Processing of Personal Information by the Supplier in its role as a Processor as part of the provision of Services under the Agreement, between the Supplier and Oracle, where such Personal Information is processed by the Supplier and/or a Supplier Affiliate in a third country outside the United Kingdom that has not received an adequacy finding from the ICO or another competent UK Regulator of Oracle acting as a data exporter to the Supplier acting as data importer.
2. The parties wish to clarify that:
 - (i) The content required in Tables 1 and 3 of the UK Addendum shall correspond to the respective content in the annexes of the EU Clauses, as supplemented by the Services Contract.
 - (ii) The selectable and optional provisions agreed set out in the Preamble to the Clauses shall be mirrored into Table 2 of the UK Addendum.
 - (iii) The UK Clauses shall be governed by the laws of England and Wales.
 - (iv) The Mandatory Clauses of the UK Addendum shall automatically be incorporated into the Services Contract.

Appendix 4

Annex A to Argentine Model Clauses

Titulares de los datos

Los datos personales transferidos se refieren a las siguientes categorías de titulares de los datos:

Consulte *La descripción de la transferencia* adjunta.

Características de los datos

Los datos personales transferidos se refieren a las siguientes categorías de datos:

Consulte *La descripción de la transferencia* adjunta.

Tratamientos previstos y finalidad

Los datos personales transferidos serán sometidos a los siguientes tratamientos y finalidades:

Consulte *La descripción de la transferencia* adjunta.

Data owners

The personal data transferred concern the following categories of data owners:

Please refer to the attached "Description of Transfer" document(s)

Characteristics of the data

The personal data transferred concern the following categories of data:

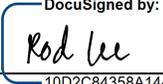
Please refer to the attached "Description of Transfer" document(s)

Purpose of the data processing to be conducted:

The transferred personal data will be subject to the following processing and purposes:

Please refer to the attached "Description of Transfer" document(s)

Data Importer

By:  _____
10D2C84358A144B...

Name (Print): _____

Title: _____

Company: UPSTAGE COMMUNICATIONS INC.

Address and Country of Establishment: