



UNILY INTERNATIONAL DATA TRANSFER ADDENDUM

(SCC Addendum)

This International Data Transfer Addendum ("SCC Addendum") is incorporated into and subject to the terms and conditions of the agreement ("Agreement") made by and between the Client entity that is a party to the Agreement, its Affiliates ("Licensee", "Client") and Unily Group and its Affiliates ("Unily") to which Unily is processing personal data on Licensee's behalf (collectively, the "Agreement(s)"). Licensee and Unily are together referred to as the "Parties."

WHEREAS the Parties desire to add to the terms of the Agreement(s) as set out in this SCC Addendum. This SCC Addendum, including all attachments and annexes hereto, adds to the Agreement(s) as follows:

1. **Interpretation.** All capitalized terms that are not expressly defined in this SCC Addendum shall have the meanings assigned to them in the Agreement(s). In the event of any conflict between the SCC Addendum and the Agreement(s), the provisions of this SCC Addendum shall prevail.
2. **Standard Contractual Clauses ("SCCs").** The Parties agree that the Standard Contractual Clauses (Attachment 1) and shall apply to Unily and its respective Affiliates in its role as the "data importer(s)," and to Licensee and its Affiliates established within the European Union, the European Economic Area and/or its member states, Switzerland, in their role as "data exporters."
3. **UK International Data Transfer Addendum ("UK IDTA").** The Parties agree that the UK International Data Transfer Addendum (Attachment 2) shall apply to Unily in its role as the "data importer(s)," and to Licensee and its Affiliates established within the United Kingdom, in their role as "data exporters."
4. In connection with the Agreement(s), Licensee and/or its European Affiliates, acting as data exporters, executed (or were required to have executed) with Unily and/or its Affiliates, acting as data importers, certain EU Standard Contractual Clauses to govern the transfer of personal data to processors established in third countries, dated 5 February 2010 (2010/87/EU) in accordance with European Directive 95/46/EC (the "2010 EU SCCs").
5. In connection with the Agreement(s), Licensee and/or its United Kingdom Affiliates, acting as data exporters, are required to execute with Unily and/or its Affiliates, acting as data importers, the UK IDTA to govern the transfer of personal data to processors established in third countries, dated 1 January 2021.
6. As a result of the recent European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses and Information Commissioners Office (ICO) UK GDPR updates as of 1 January 2021 on the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, the UK GDPR - Data Protection Act 2018, and UK Data Protection Act of 2018 data protection laws applicable to the processing of Customer Personal Data under the agreement(s). The Parties now desire to modify the Agreements(s), any related EU

Standard Contractual Clauses, and UK IDTA provisions consistent with this Amendment.

7. Counterparts. This SCC Addendum may be executed electronically and in counterparts.

NOW and THEREFORE, the Parties agree as follows:

Any previously agreed to SCCs executed between the Parties and/or their respective Affiliates are hereby replaced with the updated Standard Contractual Clauses incorporated by reference, as appropriate: Module 2 of the standard contractual clauses as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj and in Attachment 1 to this Amendment ("EU SCCs"), effective upon execution this Amendment.

The Agreement(s) is hereby amended by addition of the UK IDTA incorporated by reference, as appropriate: the UK IDTA to the EU SCCs as currently set out at <https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf> ("UK SCCs") and set out in Attachment 2 to this Addendum ("UK SCCs"), effective upon execution this Addendum.

The EU SCCs and UK SCCs will be considered part of the Agreement(s) and governed by the terms thereof, provided that in case of contradictions between the EU SCCs and UK SCCs and the terms of the Agreement(s), the terms of the EU SCCs and UK SCCs shall prevail.

All terms of the Agreement(s) not expressly modified by this SCC Addendum shall continue to remain in effect. The Parties agree to amend or supplement the EU SCCs and UK SCCs if necessary to comply with the mandatory provisions of applicable data protection law.

The Parties' authorized signatories have duly executed this SCC Addendum and becomes effective as of the date of the Licensee signature below:

Licensee

Signature: _____

Name: _____

Title: _____

Date: _____

Unily

Signature: _____


Name: Ben Oakley

Title: General Counsel

Date: 30th November 2023

**ATTACHMENT 1
STANDARD CONTRACTUAL CLAUSES
Controller to Processor**

The Standard Contractual Clauses attached to 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 are incorporated into the Agreement(s) via this Addendum as follows:

SECTION I in fully including:

Clause 7, Docking Clause

SECTION II in full including:

Clause 9(a), Use of sub-processors. Option 2: General written authorization. The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) The current list of relevant Sub-processors, including a description of their processing activities and countries of location, can be found on Unily's webpage at <https://www.unily.com/legal/sub-processors#request-updates>. Client hereby consents to these Sub-processors, their locations and processing activities as it pertains to their Personal Data. The weblink contains a mechanism to subscribe to notifications of new Sub-processors, and if Client subscribes, Unily shall provide written notification of a new Sub-processor(s) thirty (30) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

Clause 11 Redress

Clause 13(a), Supervision. The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

SECTION III in full

SECTION IV in full including:

Clause 17, Governing Law. Option 2 (for Module Two): These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18(b), Choice of forum and jurisdiction: (b) The Parties agree that those shall be the courts of the EU Member State set forth in Clause 17.

ANNEX I

A. LIST OF PARTIES

Data exporter:

Name: Licensee

Address: As per the applicable Agreement(s) between the Parties.

Contact person's name, position and contact details: See the applicable Agreement(s) between the Parties.

Activities relevant to the data transferred under these Clauses: Details of the activities as described in the applicable Agreement(s).

Signature and date: **Signed and dated per Addendum above**

Role: Controller

Data importer(s):

Name: Unily Inc.

Address: 31 Bond Street, New York, 10012, United States

Name: Unily Group Limited and Unily Limited

Address: First Floor, The Granary Abbey Mill Business Park, Lower Eashing, Godalming, Surrey, GU7 2QW, United Kingdom

Co. number: 08804209 (Unily Group Ltd) and 05654147 (Unily Ltd)

Contact person's name, position and contact details: F.A.O, Data Protection Officer, privacy@unily.com

Activities relevant to the data transferred under these Clauses: Data Importer(s) provide an employee experience platform for businesses to communicate, collaborate, and create. Data Importer utilizes digital experiences, integrations with enterprise applications, and connects client personnel. Processing is conducted as part of the services provided and ordered by Data Exporter pursuant to the master Agreement between Data Importer and Data Exporter for the intranet software solution known as Unily. For Hosting Services, ITSM Service Management tool for creating and management of an incident, requests with means of communication and Email SMTP Services, for the Term.

Signature and date: **Signed and dated per Addendum above**

Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred	Authorized Users (e.g., Employees, Contractors, Personnel) of Data Exporter and its Affiliates as described in the applicable Agreement(s).
Categories of Personal Data Transferred	Personal Data provided by Data Exporter to Data Importer, in order to facilitate services described in the applicable Agreement(s), including but not limited to: names, user email addresses, usernames, photos, IP addresses, phone numbers, physical or mailing addresses, social IDs (e.g. Facebook ID, Google ID), and other info collected via social login (e.g. profile, connections, contact info, interests)
Sensitive Data transferred:	Not applicable
Frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis)	Continuous
Nature and Purpose of Processing	<p>Nature: Processing as part of the Services provided to Data Exporter in the Agreement(s) with Data importer, for the provision of Unily intranet software application.</p> <p>Purpose: The purpose of the Processing of Personal Data by data importer is for the performance of the Services pursuant to the Agreement including Service Level Management and other performances such as granting access and allowing use of software application by authorized users, reporting measurements and development of new or additional services based off client's need. Personal data will be processed through the Unily software application.</p>
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	The Personal Data will be retained pursuant to termination/expiration of the Services under the applicable Agreement(s).

For transfers to sub-processors, also specify the subject matter, nature and duration of the processing	Subject Matter: Same personal data categories as provided above Nature: Hosting Services, ITSM Service Management tool, Email SMTP Services, software services. Duration: Length of Agreement(s) between Data Importer and Subprocessor
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C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority will be the supervisory authority of the data exporter as required by Clause 13.

ANNEX II

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

[Unily Security Measures](#)

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter:

Microsoft:

See details at: [Protect information subject to data privacy regulation | Microsoft Learn](#)

ServiceNow UK Limited:

See *Section 2. Physical, Technical and Administrative Security Measures* under Data Security Guide. [Microsoft Word - Pre-signed DPA DSG \(Updated 07.17.2020\)\(CLEAN\).docx \(servicenow.com\)](#) and [ServiceNow Service Privacy Statement – ServiceNow](#)

Twilio Inc (SendGrid):

See *Technical and Organizational Measures* in Schedule 2: [Data Protection Addendum | Twilio](#) and [Twilio GDPR Program | www.twilio.com](#)

PlanhatAB:

See details at: [Planhat: Privacy Policy](#)

Cleverbit Software:

Subject to Unily's security measures at: [Unily Security Measures](#)

ANNEX III

LIST OF SUB-PROCESSORS

The current list of relevant Sub-processors, including a description of their processing activities, countries of location and transfer mechanism (where applicable) can be found on Unily's webpage at [Unily Sub-Processors](#).

ATTACHMENT 2

UK International Data Transfer Addendum ("UK IDTA", "UK SCCs") to the EU Commission Standard Contractual Clauses ("EU SCCs")

Table 1: Parties

- Licensee is designated a controller and the "data exporter", and Unily a processor and the "data importer", Module 2 of the EU SCCs applies.

Table 2: Selected SCCs, Modules and Selected Clauses

- This Attachment 3 and the UK IDTA, as hereby referenced in <https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf> is appended to the version of the approved EU SCCs (completed as described above in SCC Attachment 1) upon execution of this SCC Addendum (including clause 7, 9(a) General authorization with 30 days' notice, 11 redress, and 17/18(b) governing law and jurisdiction shall be governed by the law of the country of the United Kingdom in which the data exporter is established.

Table 3: Appendix Information

- The Annexes (I, IB, II, and III) are completed as described above for the EU SCCs in Attachment 1 of this SCC Addendum; and

Table 4: Ending this Addendum when the Approved Addendum Changes

- Neither Party may end the UK SCCs as set out under Section 19 of the IDTA.