

## DATA PROCESSING ADDENDUM

### Part 1 Processing Details

Customer name	
Customer address	
Customer contact	
Customer role	<input type="checkbox"/> Controller / business  <input type="checkbox"/> Processor / service provider
Categories of personal data stored or processed through the Services	<ul style="list-style-type: none"><li>• Contact information, first name, last name, email address.</li><li>• Usage information,</li><li>• Registration/account information, name, email address, password.</li></ul>
Categories of data subjects to whom the personal data mentioned above relates	Authorized Users
Special categories of personal data	None
Frequency of the transfer	Continuous
Nature of the processing	Storage, deletion, rectification, analysis, transfer, aggregation
Purpose of the processing	The performance of the Services, namely the provision of database and tooling services for the development and operation of web and mobile applications.
Retention period	The duration of the Agreement, unless earlier deletion is requested by the Customer in accordance with the functionality of the Services.
Subprocessors	As set out in Schedule 3

Supervisory authority (EU only)	
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By signing below and returning to [legal@swmansion.com](mailto:legal@swmansion.com), the Customer agrees to the data processing terms set out in Part 2 of this Data Processing Addendum and warrants that the information in Part 1 of this Data Processing Addendum is complete and accurate.

Signed for and on behalf of the Customer: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Part 2

### Data Processing Terms

(Version dated March 31, 2025)

This Data Processing Addendum, comprising Part 1 (*Processing Details*) and Part 2 (*Data Processing Terms*) (together, the "**DPA**") supplements and, from the date on which Customer signs or otherwise agrees to this DPA, forms part of the agreement entered into between the Customer and Software Mansion, Inc ("**Software Mansion**") on the terms set out at <https://ide.swmansion.com/legal> (the "**Agreement**") in relation to the transfer and processing of Covered Data in connection with the performance of the Services.

## 1. DEFINITIONS

- 1.1 Capitalized terms used but not defined within this DPA will have the meaning set forth in the Agreement. The following capitalized terms used in this DPA will be defined as follows:

**"Applicable Data Protection Laws"** means all applicable laws, rules, regulations, and governmental requirements relating to the privacy, confidentiality, or security of Personal Data, as they may be amended or otherwise updated from time to time, including (without limitation): the GDPR, Swiss Data Protection Laws and the US Data Protection Laws.

**"CCPA"** means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 *et seq.*, as amended, including its implementing regulations and the California Privacy Rights Act of 2020.

**"Controller Purposes"** means: (a) aggregating and anonymising information for the purpose of undertaking internal research and development to monitor, test, improve and alter the functionality of the Services; (b) monitoring the Customer's and Authorized Users' use of the Services for billing purposes, ensuring the security of the Services and identify fraudulent or malicious use of the Services; and (c) administering the Customer's relationship with Software Mansion under the Agreement.

**"Covered Data"** means: (a) Personal Data that is provided by or on behalf of Customer to Software Mansion in connection with Customer's use of the Services, as further described in Part 1 (*Processing Details*) of this DPA; (b) contact information and access credentials relating to, and support requests submitted by, Authorized Users; and (c) any other Personal Data that is otherwise collected, generated or Processed by Software Mansion in connection with the provision of the Services.

**"Customer's Controller"** means, where the Customer acts as a processor or service provider (as identified in Part 1 (*Processing Details*)), the controller or business on whose behalf the Customer Processes Covered Data.

**"Data Subject"** means a natural person whose Personal Data is Processed.

**"Deidentified Data"** means data created using Covered Data that cannot reasonably be linked to such Covered Data, directly or indirectly.

**"GDPR"** means Regulation (EU) 2016/679 (the **"EU GDPR"**) or, where applicable, the **"UK GDPR"**, as defined in section 3 of the Data Protection Act 2018.

**"Personal Data"** means any data or information that: (a) is linked or reasonably linkable to an identified or identifiable natural person; or (b) is otherwise "personal data," "personal information," "personally identifiable information," or similarly defined data or information under Applicable Data Protection Laws.

**"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means. **"Process"**, **"Processes"** and **"Processed"** will be interpreted accordingly.

**"Security Incident"** means an actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to (including unauthorized internal access to), Covered Data.

**"Standard Contractual Clauses"** or **"SCCs"** means the Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914.

**"Sub-processor"** means, with respect to any Processing performed by Software Mansion as a processor service provider, an entity appointed by Software Mansion to Process Covered Data on its behalf.

**"Swiss Data Protection Laws"** means the Swiss Federal Act Data Protection of 19 June 1992 and the Swiss Ordinance to the Swiss Federal Act on Data Protection of 14 June 1993, and any new or revised version of these laws that may enter into force for time to time.

**"US Data Protection Laws"** means all applicable federal and state laws rules, regulations, and governmental requirements relating to data protection, the Processing of Personal Data, privacy and/or data protection in force from time to time in the United States, including (without limitation): the CCPA, the Virginia Consumer Data Protection Act, Code of Virginia Title 59.1 Chapter 52 § 59.1-571 *et seq.*, the Colorado Privacy Act, Colorado Revised Statute Title 6 Article 1 Part 13 § 6-1-1301 *et seq.*, the Utah Consumer Privacy Act, Utah Code § 13-6-101 *et seq.*, Connecticut Senate Bill 6, An Act Concerning Personal Data Privacy and Online Monitoring (as such law is chaptered and enrolled).

**"Usage Data"** means Personal Data relating to Authorized Users' use of the Services, including information about how frequently Authorized Users access the Services, the pages Authorized Users view on the Services and information about the Customer Data that Authorized Users upload and manage through the Services, in each case that Software Mansion collects or generates in connection with the provision of the Services.

- 1.2 The terms **"controller"**, **"processor"**, **"business"** and **"service provider"** have the meanings given to them in the Applicable Data Protection Laws.

## **2. INTERACTION WITH THE AGREEMENT**

- 2.1 This DPA is incorporated into and forms an integral part of the Agreement. This DPA supplements and (in case of contradictions) supersedes the Agreement with respect to any Processing of Covered Data.

## **3. ROLE OF THE PARTIES**

The Parties acknowledge and agree that:

- (a) save as set out in clause 3(b) or clause 3(c), Software Mansion acts as a processor or service provider in the performance of its obligations under the Agreement and this DPA and Customer acts as a controller or business;
- (b) to the extent that Customer acts as a processor in respect of Covered Data on behalf of Customer's Controller, Software Mansion acts as a subprocessor in the performance of its obligations under the Agreement and this DPA; and
- (c) for the purposes of the GDPR, Software Mansion acts as a controller with respect to the Processing of Usage Data for the Controller Purposes.

#### **4. DETAILS OF DATA PROCESSING**

- 4.1 The details of the Processing of Personal Data under the Agreement and this DPA (including subject matter, nature and purpose of the Processing, categories of Personal Data and Data Subjects) are described in the Agreement and in Part 1 (*Processing Details*) to this DPA.
- 4.2 Software Mansion shall comply with its obligations under Applicable Data Protection Laws. Save with respect to any Processing of Usage Data for the Controller Purposes, Software Mansion shall only Process Covered Data on behalf of and under the instructions of Controller and in accordance with Applicable Data Protection Laws. The Agreement and this DPA shall constitute Customer's instructions for the Processing of Covered Data. Customer may issue further written instructions in accordance with this DPA. Without limiting the foregoing, Software Mansion is prohibited from:
- (a) selling Covered Data or otherwise making Covered Data available to any third party for monetary or other valuable consideration;
  - (b) sharing Covered Data with any third party for cross-context behavioural advertising;
  - (c) retaining, using, or disclosing Covered Data for any purpose other than for the business purposes specified in the Agreement or as otherwise permitted by Applicable Data Protection Laws;
  - (d) retaining, using, or disclosing Covered Data outside of the direct business relationship between the Parties; and
  - (e) except as otherwise permitted by Applicable Data Protection Laws, combining Covered Data with Personal Data that Software Mansion receives from or on behalf of another person or persons, or collects from its own interaction with the Data Subject.
- 4.3 Software Mansion will:
- (a) provide Customer with information to enable Customer (or, where applicable, Customer's Controller) to conduct and document any data protection assessments required under Applicable Data Protection Laws; and
  - (b) promptly inform Customer if, in its opinion, an instruction from Customer (or, where applicable, Customer's Controller) infringes the Applicable Data Protection Laws.

#### **5. COMPLIANCE**

- 5.1 Customer shall comply with its obligations under Applicable Data Protection Laws and shall:
- (a) provide (or ensure that the Customer's Controller provides) such information to Data Subjects regarding the Processing of their Covered Data in connection with Customer's use of the Services as required under Applicable Data Protection Laws;

- (b) to the extent required for the lawful Processing of Covered Data under Applicable Data Protection Laws, obtain (or ensure that the Customer's Controller obtains) valid consents from Data Subjects for such Processing in the form required under Applicable Data Protection Laws; and
- (c) implement appropriate technical and organisational measures to give effect to Data Subject rights under Applicable Data Protection Laws, and shall comply with requests from Data Subjects (or, where applicable, Customer's Controller) to exercise their rights under Applicable Data Protection Laws within the timeframe and subject to any exemptions prescribed in the Applicable Data Protection Laws.

## 6. CONFIDENTIALITY AND DISCLOSURE

### 6.1 Software Mansion shall:

- (a) limit access to Covered Data to personnel who have a business need to have access to such Covered Data; and
- (b) ensure that such personnel are subject to obligations at least as protective of the Covered Data as the terms of this DPA and the Agreement, including duties of confidentiality with respect to any Covered Data to which they have access.

## 7. SUB-PROCESSORS

### 7.1 Software Mansion may Process Covered Data anywhere that Software Mansion or its Sub-processors maintain facilities, subject to the remainder of this clause 7.

### 7.2 Where Customer directs Software Mansion to Process Covered Data in a specific geographical region, Software Mansion shall ensure that such Covered Data is stored and primarily Processed in that region unless otherwise required to comply with Customer's additional instructions, applicable law or as necessary to provide Services requested by Customer. Customer shall not direct Software Mansion to process Covered Data in a specific region to the extent such instruction violates applicable law, and shall indemnify, defend and hold Software Mansion harmless with regard to any liability arising out of any such violation.

### 7.3 Customer grants Software Mansion general authorisation (or, where applicable, has Customer's Controller's general authorisation) to engage any of the Sub-processors listed in Schedule 3, as amended in accordance with clause 7.4 (the "**Authorised Sub-processors**"), to Process Covered Data.

### 7.4 Software Mansion shall:

- (a) enter into a written agreement with each Authorised Sub-processor imposing data protection obligations that, in substance, are no less protective of Covered Data than Software Mansion's obligations under this DPA; and

- (b) remain liable for each Authorised Sub-processor's compliance with the obligations under this DPA.

- 7.5 Software Mansion will provide Customer (or, where applicable, Customer's Controller) with at least thirty (30) days' notice of any proposed changes to the Authorised Sub-processors. Customer shall notify Software Mansion if it or Customer's Controller objects to the proposed change to the Authorised Sub-processors (including, where applicable, when exercising its right to object under clause 9(a) of the SCCs) by providing Software Mansion with written notice of the objection within Five (5) days after Software Mansion has provided notice to Customer (or, where applicable, Customer's Controller) of such proposed change (an **"Objection"**).
- 7.6 In the event Customer (or, where applicable, Customer's Controller) submits an Objection to Software Mansion, Software Mansion and Customer (and, where applicable, Customer's Controller) shall work together in good faith to find a mutually acceptable resolution to address such Objection. If Software Mansion and Customer (and, where applicable, Customer's Controller) are unable to reach a mutually acceptable resolution within a reasonable timeframe, which shall not exceed thirty (30) days, Customer may terminate the portion of the Agreement relating to the Services affected by such change by providing written notice to Software Mansion.

## **8. DATA SUBJECT RIGHTS REQUESTS**

- 8.1 Software Mansion will promptly notify Customer and, where applicable, Customer's Controller of any request received by Software Mansion or any Authorised Sub-processor from a Data Subject to assert their rights in relation to Covered Data under Applicable Data Protection Laws (a **"Data Subject Request"**).
- 8.2 Other than with respect to any Processing of Usage Data for the Controller Purposes, as between the Parties, Customer will have sole discretion in responding to the Data Subject Request, and Software Mansion shall not respond to the Data Subject Request, save that Software Mansion may advise the Data Subject that their request has been forwarded to Customer or, where applicable, Customer's Controller.
- 8.3 Software Mansion will provide Customer with reasonable assistance as necessary for Customer to fulfil its obligation under Applicable Data Protection Laws to respond to Data Subject Requests.

## **9. SECURITY**

- 9.1 Software Mansion will implement and maintain appropriate technical and organisational data protection and security measures designed to ensure security of Covered Data, including, without limitation, protection against unauthorised or unlawful Processing and against accidental loss, destruction, or damage of or to Covered Data.

- 9.2 When assessing the appropriate level of security, Software Mansion shall take into account the nature, scope, context and purpose of the Processing as well as the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Covered Data.
- 9.3 Software Mansion will implement and maintain as a minimum standard the measures set out in Schedule 2.

## **10. INFORMATION AND AUDITS**

- 10.1 Software Mansion shall notify Customer promptly if Software Mansion determines that it can no longer meet its obligations under Applicable Data Protection Laws.
- 10.2 Customer may take reasonable and appropriate steps to:
- (a) ensure that Software Mansion uses Covered Data in a manner consistent with Customer's obligations under Applicable Data Protection Laws; and
  - (b) upon reasonable notice, stop and remediate unauthorized use of Covered Data.
- 10.3 Customer may audit Software Mansion's compliance with this DPA at least annually. The Parties agree that all such audits will be conducted:
- (a) upon reasonable written notice to Software Mansion;
  - (b) only during Software Mansion's normal business hours; and
  - (c) in a manner that does not materially dispute Software Mansion's business or operations.
- 10.4 With respect to any audits conducted in accordance with clause 10.3:
- (a) Customer may engage a third-party auditor to conduct the audit on its behalf; and
  - (b) Software Mansion shall not be required to facilitate any such audit unless and until the parties have agreed in writing the scope and timing of such audit.
- 10.5 Customer shall promptly notify Software Mansion of any non-compliance discovered during an audit.
- 10.6 The results of the audit shall be Software Mansion's Confidential Information.
- 10.7 Upon request, Software Mansion shall provide to Customer:
- (a) data protection compliance certifications issued by a commonly accepted certification issuer which has been audited by a data security expert, or by a publicly certified auditing company; or
  - (b) such other documentation reasonably evidencing the implementation of the technical and organisational data security measures in accordance with industry standards.



10.8 If an audit requested by Customer is addressed in the documents or certification provided by Software Mansion in accordance with clause 10.7, and:

- (a) the certification or documentation is dated within twelve (12) months of Customer's audit request; and
- (b) Software Mansion confirms that there are no known material changes to the controls audited,

Customer agrees to accept that certification or documentation in lieu of conducting a physical audit of the controls covered by the relevant certification or documentation.

## **11. SECURITY INCIDENTS**

11.1 Software Mansion shall notify Customer in writing without undue delay, and in any event within forty-eight (48) hours, after becoming aware of any Security Incident.

11.2 Software Mansion shall take reasonable steps to contain, investigate, and mitigate any Security Incident, and shall send Customer timely information about the Security Incident, including, but not limited to, the nature of the Security Incident, the measures taken to mitigate or contain the Security Incident, and the status of the investigation.

11.3 Software Mansion shall provide reasonable assistance with Customer's and, where applicable, Customer's Controller's investigation of any Security Incidents and any of Customer's and, where applicable, Customer's Controller's obligations in relation to the Security Incident under Applicable Data Protection Laws, including any notification to Data Subjects or supervisory authorities.

11.4 Software Mansion's notification of or response to a Security Incident under this clause 11 shall not be construed as an acknowledgement by Software Mansion of any fault or liability with respect to the Security Incident.

## **12. TERM, DELETION AND RETURN**

12.1 This DPA shall commence on the Effective Date and, notwithstanding any termination of the Agreement, will remain in effect until, and automatically expire upon, Software Mansion's deletion of all Covered Data as described in this DPA.

12.2 Software Mansion shall:

- (a) if requested to do so by Customer within thirty (30) days of expiry of the Agreement (the "**Retention Period**"), provide a copy of all Covered Data in such commonly used format as requested by Customer, or provide a self-service functionality allowing Customer to download such Covered Data; and
- (b) on expiry of the Retention Period, delete all copies of Covered Data Processed by Software Mansion or any Authorised Sub-processors.

### 13. STANDARD CONTRACTUAL CLAUSES

13.1 The Standard Contractual Clauses shall, as further set out in Schedule 3, apply to the transfer of any Covered Data from Customer to Software Mansion, and form part of this DPA, to the extent that:

- (a) the GDPR or Swiss Data Protection Law applies to the Customer when making that transfer; or
- (b) the Applicable Data Protection Laws that apply to the Customer when making that transfer (the "**Exporter Data Protection Laws**") prohibit the transfer of Covered Data to Software Mansion under this DPA in the absence of a transfer mechanism implementing adequate safeguards in respect of the Processing of that Covered Data, and any one or more of the following applies:
  - (i) the relevant authority with jurisdiction over the Customer's transfer of Covered Data under this DPA has not formally adopted standard data protection clauses or another transfer mechanism under the Exporter Data Protection Laws; or
  - (ii) such authority has issued guidance that entering into standard contractual clauses approved by the European Commission would satisfy any requirement under the Exporter Data Protection Laws to implement adequate safeguards in respect of that transfer; or
  - (iii) established market practice in relation to transfers subject to the Exporter Data Protection Laws is to enter into standard contractual clauses approved by the European Commission to satisfy any requirement under the Exporter Data Protection Laws to implement adequate safeguards in respect of that transfer; or
- (c) the transfer is an "onward transfer" (as defined in the applicable module of the SCCs).

13.2 The Parties agree that execution of the Agreement shall have the same effect as signing the SCCs.

### 14. DEIDENTIFIED DATA

If Software Mansion receives Deidentified Data from or on behalf of Customer, Software Mansion shall:

- (a) take reasonable measures to ensure the information cannot be associated with a Data Subject;
- (b) publicly commit to Process the Deidentified Data solely in deidentified form and not to attempt to reidentify the information; and

- (c) contractually obligate any recipients of the Deidentified Data to comply with the foregoing requirements and Applicable Data Protection Laws.

## **15. GENERAL**

- 15.1 The Parties hereby certify that they understand the requirements in this DPA and will comply with them.
- 15.2 The Parties agree that any limitations on either Party's liability under the Agreement shall not apply to any claims, losses or damages arising in respect of a breach of the SCCs.
- 15.3 The Parties agree to negotiate in good faith any amendments to this DPA as may be required in connection with changes in Applicable Data Protection Laws.

All notices to be provided by Software Mansion to Customer under this DPA shall be sent to the contact details identified in Part 1 of this DPA, unless the Parties agree otherwise in writing. If no details are specified in Part 1 of this DPA, Software Mansion shall send any notices under this DPA to the email address registered to the Customer's account on the Services.

## **SCHEDULE 1**

### **TECHNICAL AND ORGANIZATIONAL MEASURES**

#### **Introduction**

Software Mansion employs a combination of policies, procedures, guidelines and technical and physical controls to protect the personal data it processes from accidental loss and unauthorised access, disclosure or destruction.

#### **Governance and policies**

Software Mansion:

- assigns personnel with responsibility for the determination, review and implementation of security policies and measures;
- reviews its security measures and policies on a regular basis to ensure they continue to be appropriate for the data being protected;
- establishes and follows secure configurations for systems and software, and ensures that security measures are considered during project initiation and the development of new IT systems.

#### **Breach response**

Software Mansion maintains internal monitoring systems that can alert its operational teams regarding any service outages.

Software Mansion has a breach response plan that has been developed to address data breach events.

#### **Access controls**

Software Mansion limits access to personal data by implementing appropriate access controls, including the following:

- Access to infrastructure and internal resources is managed on the basis of the Principle of Least Privilege: individuals are granted only the privileges they require to execute their business duties, and said privilege is revoked when it is no longer needed.
- Access management is centralized to identity providers, and wherever feasible, internal service delegate both authentication and authorization to these providers. This ensures that off-boarding and privilege revocation can be handled in a timely fashion.
- User Authentication for Software Mansion internal resources is protected with both a strong password policy, as well as mandatory 2FA.

- Software Mansion never knowingly stores plaintext passwords; if necessary, Software Mansion stores hashed, salted results of authentication material, as appropriate for the use-case.
- Traffic flow logs are retained that enable retroactive analysis of all connections to our infrastructure if needed.

## **Encryption**

Stored data is encrypted where appropriate, including any backup copies of the data.

All network communication is conducted over encrypted links protected by modern security standards (TLS 1.2, modern ciphersuites) to preserve confidentiality and integrity of the data.

## **Availability and backup**

Software Mansion takes daily backups of Customer projects by default. All backups are encrypted in-transit and at-rest.

Backups are stored on a storage system independent of the Customer's project resources.

## **Testing**

Software Mansion uses reasonable and appropriate security and compliance monitoring systems across its infrastructure, in order to detect any violations of its security policies.

## SCHEDULE 2

### STANDARD CONTRACTUAL CLAUSES

#### 1. EU SCCS

With respect to any transfers referred to in clause 13, the Standard Contractual Clauses shall be completed as follows:

- 1.1 The following modules of the SCCs will apply:
  - (a) where the Customer act as a controller and Software Mansion acts as a processor, Module Two (*controller to processor*) shall apply; and
  - (b) to the extent that Customer acts as a processor and Software Mansion acts as a subprocessor, Module Three (*processor to processor*) shall apply.
- 1.2 Clause 7 of the Standard Contractual Clauses (Docking Clause) does not apply.
- 1.3 Option 2 of Clause 9(a) (*General written authorization*) shall apply, and the time period to be specified is determined in clause 7.4 of the DPA.
- 1.4 The option in Clause 11(a) of the Standard Contractual Clauses (*Independent dispute resolution body*) does not apply.
- 1.5 With regard to Clause 17 of the Standard Contractual Clauses (*Governing law*), the Parties agree that option 1 will apply and the governing law will be Polish law.
- 1.6 In Clause 18 of the Standard Contractual Clauses (*Choice of forum and jurisdiction*), the Parties submit themselves to the jurisdiction of the courts of Poland.
- 1.7 For the Purpose of Annex I of the Standard Contractual Clauses:
  - (a) Part 1 (*Processing Details*) of this DPA sets out the details of the Customer and the competent supervisory authority;
  - (b) The description of the transfer is set out in Part 1 (*Processing Details*) and includes the processing of contact information and access credentials relating to, and support requests submitted by, Authorized Users for the purposes of granting Authorized Users access to the Services and providing support in relation to the Services;
- 1.8 For the Purpose of Annex II of the Standard Contractual Clauses, Schedule 1 of the DPA contains the technical and organisational measures.

## **2. UK Addendum**

2.1 This paragraph 2 (*UK Addendum*) shall apply to any transfer of Covered Data from Customer (as data exporter) to Software Mansion (as data importer), to the extent that:

- (a) the UK Data Protection Laws apply to Customer when making that transfer; or
- (b) the transfer is an "onward transfer" as defined in the Approved Addendum.

2.2 As used in this paragraph 2:

**"Approved Addendum"** means the template addendum, version B.1.0 issued by the UK Information Commissioner under S119A(1) Data Protection Act 2018 and laid before the UK Parliament on 2 February 2022, as it may be revised according to Section 18 of the Approved Addendum.

**"UK Data Protection Laws"** means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.

2.3 The Approved Addendum will form part of this DPA with respect to any transfers referred to in paragraph 2.1, and execution of this DPA shall have the same effect as signing the Approved Addendum.

2.4 The Approved Addendum shall be deemed completed as follows:

- (a) the "Addendum EU SCCs" shall refer to the SCCs as they are incorporated into this Agreement in accordance with clause 13 and this Schedule 2;
- (b) Table 1 of the Approved Addendum shall be completed as set out in paragraph 1.7 of this Schedule 2;
- (c) the "Appendix Information" shall refer to the information referred to in paragraph 1.7 of this Schedule 2 and set out in Schedule 1;
- (d) for the purposes of Table 4 of the Approved Addendum, neither party may terminate the Approved Addendum in accordance with Section 19 of the Approved Addendum; and
- (e) Section 16 of the Approved Addendum does not apply.

## **3. Swiss addendum**

3.1 This Swiss Addendum will apply to any Processing of Covered Data that is subject to Swiss Data Protection Laws or to both Swiss Data Protection Laws and the EU GDPR.

## **3.2 Interpretation of this Addendum**

- (a) Where this Addendum uses terms that are defined in the Standard Contractual Clauses, those terms will have the same meaning as in the Standard Contractual Clauses. In addition, the following terms have the following meanings:

**"Addendum"** means this addendum to the Clauses;

**"Clauses"** means the Standard Contractual Clauses as incorporated into this DPA in accordance with clause 12 and as further specified in this Schedule 3; and

**"FDPIC"** means the Federal Data Protection and Information Commissioner.

- (b) This Addendum shall be read and interpreted in a manner that is consistent with Swiss Data Protection Laws, and so that it fulfils the Parties' obligation to provide appropriate safeguards as required by Article 46 GDPR and/or Article 6(2)(a) of the Swiss Data Protection Laws, as the case may be.
- (c) This Addendum will not be interpreted in a way that conflicts with rights and obligations provided for in Swiss Data Protection Laws.
- (d) Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Swiss Addendum has been entered into.
- (e) In relation to any Processing of Personal Data subject to Swiss Data Protection Laws or to both Swiss Data Protection Laws and the GDPR, this Addendum amends and supplements the Clauses to the extent necessary so they operate:
- (i) for transfers made by the data exporter to the data importer, to the extent that Swiss Data Protection Laws apply to the data exporter's Processing when making that transfer; and
  - (ii) to provide appropriate safeguards for the transfers in accordance with Article 6(2)(a) of the Swiss Data Protection Laws, as the case may be.

### **3.3 Hierarchy**

In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to Data Subjects will prevail.

### **3.4 Changes to the Clauses for transfers exclusively subject to Swiss Data Protection Laws**

To the extent that the data exporter's Processing of Personal Data is exclusively subject to Swiss Data Protection Laws, or the transfer of Personal Data from a data exporter to a data



importer under the Clauses is an "onward transfer" (as defined in the Clauses, as amended by the remainder of this paragraph 3.4 the following amendments are made to the Clauses:

- (a) References to the "Clauses" or the "SCCs" mean this Swiss Addendum as it amends the SCCs.
- (b) References to "Regulation (EU) 2016/679" or "that Regulation" or "'GDPR" are replaced by "Swiss Data Protection Laws" and references to specific Article(s) of "Regulation (EU) 2016/679" or "GDPR" are replaced with the equivalent Article or Section of Swiss Data Protection Laws extent applicable.
- (c) References to Regulation (EU) 2018/1725 are removed.
- (d) References to the "European Union", "Union", "EU" and "EU Member State" are all replaced with "Switzerland".
- (e) Clause 13(a) and Part C of Annex I are not used; the "competent supervisory authority" is the FDPIC;
- (f) Clause 17 is replaced to state
- (g) "These Clauses are governed by the laws of Switzerland".
- (h) Clause 18 is replaced to state:

"Any dispute arising from these Clauses relating to Swiss Data Protection Laws will be resolved by the courts of Switzerland. A Data Subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Switzerland in which he/she has his/her habitual residence. The Parties agree to submit themselves to the jurisdiction of such courts."

- (i) Until the entry into force of the revised Swiss Data Protection Laws, the Clauses will also protect Personal Data of legal entities and legal entities will receive the same protection under the Clauses as natural persons.

### **3.5 Supplementary provisions for transfers of Personal data subject to both the GDPR and Swiss Data Protection Laws**

- (a) To the extent that the data exporter's Processing of Personal Data is subject to both Swiss Data Protection Laws and the GDPR, or the transfer of Personal Data from a data exporter to a data importer under the Clauses is an "onward transfer" under both the Clauses and the Clauses as amended by the remainder of this paragraph 3.5 of this Addendum:
  - (i) for the purposes of Clause 13(a) and Part C of Annex I:

- (A) the FDPIC shall act as competent supervisory authority with respect to any transfers of Personal Data to the extent Swiss Data Protection Laws apply to the data exporter's Processing when making that transfer, or such transfer is an "onward transfer" as defined in the Clauses (as amended by paragraph 3.3 of this Addendum); and
  - (B) subject to the provisions of paragraph 2 of this Schedule 2 (UK Addendum), the supervisory authority identified in Part 1 (*Processing Details*) shall act as competent supervisory authority with respect to any transfers of Personal Data to the extent the GDPR applies to the data exporter's processing, or such transfer is an "onward transfer" as defined in the Clauses.
- (b) the terms "European Union", "Union", "EU", and "EU Member State" shall not be interpreted in a way that excludes the ability of Data Subjects in Switzerland bringing a claim in their place of habitual residence in accordance with Clause 18(c) of the Clauses; and
- (c) Until the entry into force of the revised Swiss Data Protection Laws, the Clauses will also protect Personal Data of legal entities and legal entities will receive the same protection under the Clauses as natural persons.

#### **4. Transfers under the laws of other jurisdictions**

- 4.1 With respect to any transfers of Personal Data referred to in clause 13.1(b) (each a "**Global Transfer**"), the SCCs shall not be interpreted in a way that conflicts with rights and obligations provided for in the Exporter Data Protection Laws.
- 4.2 For the purposes of any Global Transfers, the SCCs shall be deemed to be amended to the extent necessary so that they operate:
  - (a) for transfers made by the applicable data exporter to the data importer, to the extent the Exporter Data Protection Laws apply to that data exporter's Processing when making that transfer; and
  - (b) to provide appropriate safeguards for the transfers in accordance with the Exporter Data Protection Laws.
- 4.3 The amendments referred to in clause paragraph 4.2 include (without limitation) the following:
  - (a) references to the "GDPR" and to specific Articles of the GDPR are replaced with the equivalent provisions under the Exporter Data Protection Laws;

- (b) reference to the "Union", "EU" and "EU Member State" are all replaced with reference to the jurisdiction in which the Exporter Data Protection Laws were issued (the "**Exporter Jurisdiction**");
- (c) the "competent supervisory authority" shall be the applicable supervisory in the Exporter Jurisdiction; and
- (d) Clauses 17 and 18 of the SCCs shall refer to the laws and courts of the Exporter Jurisdiction respectively.

4.4 Where, at any time during the Software Mansion's Processing of Covered Data under this DPA, a transfer mechanism other than the SCCs is approved under the Exporter Data Protection Laws with respect to transfers of Covered Data by Customer to Software Mansion, the Parties shall promptly enter into a supplementary agreement that:

- (a) incorporates any standard data protection clauses or another transfer mechanism formally adopted by the relevant authority in the Exporter Jurisdiction;
- (b) incorporates the details of Processing set out in Schedule 1;
- (c) shall, with respect to the transfer of Personal Data subject to the Exporter Data Protection Laws, take precedence over this DPA in the event of any conflict.

4.5 Where required under the Exporter Data Protection Laws, the relevant data exporter shall file a copy of the agreement entered into in accordance with paragraph 4.4 with the relevant national authority.

**SCHEDULE 3**  
**SUB-PROCESSORS**

<b>Name of Sub-processor</b>	<b>Description of Processing</b>
OpenAI	Provision of natural language processing and generation services
Slack Technologies, LLC	Communication with Authorized Users in connection with the provision of the Services and support
Vercel Inc.	Portal hosting, analytics
Supabase Inc	Radon IDE Portal database, Radon IDE Portal user authentication
(Salesforce, Inc. Heroku)	Radon AI hosting
Pinecone Systems, Inc.	Radon AI knowledge database
Microsoft (Azure)	Radon IDE Extension analytics
Sendgird, Inc.	Radon IDE Portal mailing service
Cloudflare, Inc.	Domain management