PROFESSIONAL SERVICES DATA PROCESSING ADDENDUM

(*December 2024*)

This Professional Services Data Processing Addendum, including its Schedules, ("**PSDPA**") forms part of the Professional Services Agreement between Customer and SFDC when expressly incorporated in the Professional Services Agreement, including: in a Statement of Work ("**SOW**") or Order Form governed by such Professional Services Agreement, or if otherwise expressly incorporated by reference in an Order Form for advisory services governed by a separate Main Services Agreement ("**MSA**") (collectively **"Agreement"**); or if executed in the manner described in the "HOW TO EXECUTE THIS DPA" section below. This reflects the parties' agreement solely with regard to the processing of Personal Data provided to SFDC in the context of SFDC's provision of Professional Services and solely to the extent SFDC is the Processor of the Personal Data.

In the course of providing Professional Services to Customer pursuant to the Agreement, SFDC may Process Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS PSDPA

1. This PSDPA consists of two parts: the main body of the PSDPA, and Schedules 1 and 2.
2. This PSDPA has been pre-signed on behalf of SFDC. Schedule 2, section 1 has been pre-signed by Salesforce, Inc. as the data importer. Please note that the contracting entity under the Agreement may be a different entity than Salesforce, Inc.
3. To complete this PSDPA, Customer must:
    a. Complete the information in the signature box and sign on page 7. Send the signed PSDPA to SFDC by email to dataprocessingaddendum@salesforce.com indicating, if applicable, the Customer's Account Number (as set out on the applicable SFDC Order Form, SOW, or invoice).

Except as otherwise expressly provided in the Agreement, this PSDPA will become legally binding upon receipt by SFDC of the validly completed PSDPA at this email address.

For the avoidance of doubt, signature of the PSDPA on page 7 shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses, including Schedule 2. Where Customer wishes to separately execute the Standard Contractual Clauses and its Appendix, Customer should also complete the information as the data exporter and sign on page 13 (Schedule 2).

HOW THIS PSDPA APPLIES

If (i) the Customer entity signing this PSDPA is a party to the Agreement, and (ii) this PSDPA is expressly incorporated by reference in the Agreement or in an SOW or an Order Form governed by the Agreement, or is otherwise expressly incorporated by reference in an Order Form for advisory services governed by a separate MSA, then this PSDPA is an addendum to and forms part of the Agreement. In such case, the SFDC entity that is party to the Agreement is party to this PSDPA.

If the Customer entity signing this PSDPA has executed an Order Form or SOW with SFDC or its Affiliate pursuant to the Agreement, but Customer is not itself a party to the Agreement, this PSDPA is an addendum to that SOW or Order Form and applicable renewal SOW(s) or Order Form(s), and the SFDC entity that is party to such SOW or Order Form is party to this PSDPA. For the purposes of this PSDPA, any reference to SOW or Order Form herein shall include "Ordering Document" (as defined in the Agreement).

If the Customer entity signing this PSDPA is not a party to an Order Form, SOW, or the Agreement, this PSDPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this PSDPA.

DATA PROCESSING TERMS

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Authorized Affiliate**" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) whose Personal Data is being Processed by SFDC when providing Professional Services pursuant to the Agreement expressly incorporating by reference this PSDPA, but has not signed its own SOW or Order Form for Professional Services with SFDC.

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

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Customer**" means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed an SOW and/or Order Form. For the purposes of this PSDPA only, and except where indicated otherwise, the term "Customer" shall include Customer and its Authorized Affiliates.

"Data Protection Laws and Regulations" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including those of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its states.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"**Europe**" means the European Union, the European Economic Area, Switzerland and the United Kingdom.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), including as implemented or adopted under the laws of the United Kingdom.

"Non-SFDC Processors" means third-party software programs and subcontractors that are not provided by SFDC as Sub-processors, and that SFDC uses at Customer's instruction or with Customer's consent.

"Online Services" means any online, web-based services and associated offline components made available by SFDC (or one or more of its Affiliates) to Customer under the MSA.

"Personal Data" means any electronic information provided by or for Customer to SFDC or its Sub-processors, relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is provided by or for Customer to SFDC as a Processor in order to perform the Professional Services pursuant to an Agreement. Personal Data excludes information obtained by SFDC from publicly available sources or its third-party content providers and made available to Customer through the Online Services and information processed by Non-SFDC Processors.

"Processing" or **"Process"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

"**Professional Services**" means (i) consulting services provided under an SOW or Order Form and (ii) advisory services provided under an Order Form (e.g. Program Architect, Dedicated Architect, Technical Architect, Expeditions), only to the extent such services involve the Processing of Personal Data.

"**Professional Services Security, Privacy and Architecture Documentation**" means the Security, Privacy and Architecture Documentation applicable to the Professional Services purchased by Customer, as updated from time to time, and accessible via SFDC's Legal webpage at https://www.salesforce.com/company/legal/agreements/, or as otherwise made reasonably available by SFDC.

"**Public Authority**" means a government agency or law enforcement authority, including judicial authorities.

"SFDC Group" means SFDC and its Affiliates engaged in the Processing of Personal Data.

"Standard Contractual Clauses" means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

"**Sub-processors**" means (a) SFDC's Affiliates; and (b) third-party Processors engaged by SFDC and SFDC's Affiliates that may process Personal Data as part of providing Professional Services, as agreed to by Customer in writing, including in the applicable SOW(s) or Order Form(s).

2. PROCESSING OF PERSONAL DATA

2.1 Customer's Processing of Personal Data. Customer as Controller or Processor shall Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of SFDC as a Processor (including where the Customer is a Processor, by ensuring that the ultimate Controller does so). For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges and agrees that its use of the Professional Services will not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of Personal Data, to the extent applicable under Data Protection Laws and Regulations.

2.2 SFDC's Processing of Personal Data. SFDC shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer's instructions for the following purposes: (i) Processing in accordance with the Agreement and (ii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.3 Details of the Processing. The subject-matter of Processing of Personal Data by SFDC is the performance of the Professional Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this PSDPA are further specified in Schedule 2 (Description of Processing/Transfer) to this PSDPA.

2.4 Customer Instructions. SFDC shall inform Customer immediately (i) if, in its opinion, an instruction from Customer constitutes a breach of the GDPR and/or (ii) if SFDC is unable to follow Customer's instructions for the Processing of Personal Data.

3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Request. SFDC shall, to the extent legally permitted, promptly notify Customer of any complaint, dispute or request it has received from a Data Subject such as a Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "**Data Subject Request**". SFDC shall not respond to a Data Subject Request itself, except that Customer authorizes SFDC to redirect the Data Subject Request as necessary to allow Customer to respond directly.

3.2 Required Assistance. Taking into account the nature of the Processing, SFDC shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations.

3.3 Additional Assistance. To the extent Customer does not have the ability to address a Data Subject Request, SFDC shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent SFDC is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from SFDC's provision of such assistance.

4. SFDC PERSONNEL AND DATA PROTECTION OFFICER

4.1 Confidentiality, Reliability, and Limitation of Access. SFDC shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. SFDC shall:

(i) ensure that such confidentiality obligations survive the termination of the personnel engagement;

(ii) take commercially reasonable steps to ensure the reliability of any SFDC personnel engaged in the Processing of Personal Data; and

(iii) ensure that SFDC's access to Personal Data is limited to those personnel performing Professional Services in accordance with the Agreement, any applicable SOW(s) and Order Form(s).

4.2 Data Protection Officer. Members of the SFDC Group have appointed a data protection officer. The appointed person may be reached at privacy@salesforce.com.

5. SUB-PROCESSORS

5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that SFDC may engage Sub-processors to provide Professional Services as agreed to by Customer in writing. SFDC or an SFDC Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in the Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Professional Services provided by such Sub-processor.

5.2 **Liability.** SFDC shall be liable for the acts and omissions of its Sub-processors to the same extent SFDC would be liable if performing the Professional Services of each Sub-processor directly under the terms of this PSDPA, unless otherwise set forth in the Agreement.

5.3 **Non-SFDC Processors.** SFDC may use Non-SFDC Processors in connection with the provision of Professional Services as instructed by Customer or as agreed to by Customer in writing.

6. SECURITY AND AUDITS

6.1 **Controls for the Protection of Personal Data.** SFDC shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data as set forth in the Professional Services Security, Privacy and Architecture Documentation. SFDC will not materially decrease the overall security of the Professional Services provided during an SOW or Order Form.

6.2 **Audit Program.** During the duration of an SOW or Order Form, upon Customer's reasonable written request, and subject to the confidentiality obligations set forth in the Agreement, SFDC shall make available to Customer information regarding SFDC's compliance with the obligations set forth in this PSDPA, including those obligations required by Data Protection Laws and Regulations.

6.3 **Data Protection Impact Assessment.** Upon Customer's request, SFDC shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligation under Data Protection Laws and Regulations to carry out a data protection impact assessment related to Customer's use of the Professional Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to SFDC.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

SFDC maintains security incident management policies and procedures specified in the Professional Services Security, Privacy and Architecture Documentation, and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, transmitted, stored or otherwise Processed by SFDC or its Sub-processors of which SFDC becomes aware (a "**Personal Data Incident**"). SFDC shall make reasonable efforts to identify the cause of such Personal Data Incident and take such steps as SFDC deems necessary and reasonable to remediate the cause of such Personal Data Incident to the extent the remediation is within SFDC's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's personnel, or by Non-SFDC Processors.

8. GOVERNMENT ACCESS REQUESTS

8.1 **SFDC requirements.** As a Processor, SFDC shall maintain appropriate measures to protect Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including by implementing appropriate technical and organizational safeguards to protect Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defense and public security. If SFDC receives a legally binding request to access Personal Data from a Public Authority, SFDC shall, unless otherwise legally prohibited, promptly notify Customer including a summary of the nature of the request. To the extent SFDC is prohibited by law from providing such notification, SFDC shall use commercially reasonable efforts to obtain a waiver of the prohibition to enable SFDC to communicate as much information as possible, as soon as possible. Further, SFDC shall challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful. SFDC shall pursue possibilities of appeal. When challenging a request, SFDC shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the Personal Data requested until required to do so under the applicable procedural rules. SFDC agrees it will provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request. SFDC shall promptly notify Customer if SFDC becomes aware of any direct access by a Public Authority to Personal Data and provide information available to SFDC in this respect, to the extent permitted by law. For the avoidance of doubt, this PSDPA shall not require SFDC to pursue actions or inactions that could result in civil or criminal penalty for SFDC such as contempt of court. SFDC certifies that SFDC (1) has not purposefully created back doors or similar programming for the purpose of allowing access to the Professional Services and/or Personal Data by any Public Authority; (2) has not purposefully created or changed its business processes in a manner that facilitates access to the Professional Services and/or Personal Data by any Public Authority; and (3) at the Effective Date is not currently aware of

any national law or government policy requiring SFDC to create or maintain back doors, or to facilitate access to the Professional Services and/or Personal Data, to keep in its possession any encryption keys or to hand-over the encryption key to any third party.

8.2 **Sub-processors requirements**. SFDC shall ensure that Sub-processors involved in the Processing of Personal Data are subject to the relevant commitments regarding Government Access Requests in the Standard Contractual Clauses.

9. RETURN AND DELETION OF PERSONAL DATA

Upon request by Customer after the effective date of termination or expiration of the relevant SOW or Order Form (the "Expiration Date"), SFDC will make the Personal Data in its possession or control available to Customer, to the extent applicable, for return, export or download for a period of 30 days after the Expiration Date. SFDC will otherwise have no obligation to maintain any Personal Data and shall, to the extent allowed by applicable law, delete Personal Data in accordance with the procedures and timeframes specified in the Professional Services Security, Privacy and Architecture Documentation. Until Personal Data is deleted or returned, SFDC shall continue to comply with this PSDPA and its Schedules. The Section 9 does not apply to Personal Data that may have, at Customer's instruction, been submitted to the Online Services and that is now Customer Data as defined in the MSA (the terms of which govern the deletion of such Customer Data).

10. AUTHORIZED AFFILIATES

10.1 **Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement that incorporates by reference the PSDPA, Customer enters into this PSDPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate PSDPA between SFDC and each such Authorized Affiliate subject to the provisions of the Agreement, and this section 10 and section 11. Each Authorized Affiliate agrees to be bound by the obligations under this PSDPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is a party only to the PSDPA. All access to and provision of the Professional Services to Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions hereof by an Authorized Affiliate shall be deemed a violation by Customer.

10.2 **Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with SFDC under this PSDPA and be entitled to make and receive any communication in relation to this PSDPA on behalf of its Authorized Affiliates.

10.3 **Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to the PSDPA with SFDC, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this PSDPA, subject to the following:

10.3.1 Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this PSDPA against SFDC directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this PSDPA not separately for each Authorized Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together (as set forth, for example, in section 10.3.2, below).

10.3.2 The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on SFDC by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

11. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this PSDPA, and all PSDPAs between Authorized Affiliates and SFDC, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all PSDPAs together.

For the avoidance of doubt, SFDC's and its Affiliates' total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the Agreement and all PSDPAs shall apply in the aggregate for all claims under both the Agreement and all PSDPAs established under the Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such PSDPA.

12. EUROPE SPECIFIC PROVISIONS

12.1 Definitions. For the purposes of this section 12 and Schedule 1 these terms shall be defined as follows:

"**European Personal Data**" means the Personal Data subject to European Data Protection Laws and Regulations.

"**European Data Protection Laws and Regulations**" means the Data Protection Laws and Regulations applying in Europe.

"**SCC Module 2**" means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor).

"**SCC Module 3**" means Standard Contractual Clauses sections I, II III and IV (as applicable) to the extent they reference Module Three (Processor-to-Processor).

"**Third-Country Transfer**" means a transfer of European Personal Data that is not subject to an adequacy decision by the European Commission.

12.2 GDPR. SFDC will Process Personal Data in accordance with the GDPR requirements directly applicable to SFDC's provision of the Professional Services under the Agreement.

12.3 Transfer mechanism for data transfers. If, in the performance of the Professional Services, European Personal Data is subject to a Third-Country Transfer, the transfer mechanisms listed below shall apply:

- **SCC Module 2.** Where Customer and/or its Authorized Affiliate is a Controller and a data exporter, subject to the additional terms in section 1 of Schedule 1; and/or
- **SCC Module 3.** Where Customer and/or its Authorized Affiliate is a Processor acting on behalf of a Controller and a data exporter subject to the additional terms in section 1 and 2 of Schedule 1.

12.4 Impact of local laws. As of the Effective Date, SFDC has no reason to believe that the laws and practices in any third country of destination applicable to its Processing of the Personal Data, including any requirements to disclose Personal Data or measures authorizing access by a Public Authority, prevent SFDC from fulfilling its obligations under this PSDPA. If SFDC reasonably believes that any existing or future enacted or enforceable laws and practices in the third country of destination applicable to its Processing of the Personal Data ("**Local Laws**") prevent it from fulfilling its obligations under this PSDPA, it shall promptly notify Customer. In such a case, SFDC shall use reasonable efforts to make available to the affected Customer a change in the Professional Services or recommend a commercially reasonable change to Customer's use of the Professional Services to facilitate compliance with the Local Laws without unreasonably burdening Customer. If SFDC is unable to make available such change promptly, Customer may terminate the applicable SOW or Order Form and suspend the transfer of Personal Data in respect only to those Professional Services which cannot be provided by SFDC in accordance with the Local Laws by providing written notice in accordance with the "Notices" section of the Agreement. Customer shall receive a refund of any prepaid fees for the period following the effective date of termination for such terminated Professional Services.

13. APEC PRIVACY RECOGNITION FOR PROCESSORS

SFDC and the SFDC Group have obtained APEC Privacy Recognition for Processors ("**PRP**") certification and shall Process Personal Data submitted to the Services listed in Salesforce's PRP Notice, which SFDC makes available online at https://www.salesforce.com/company/privacy/, in accordance with this certification.

14. LEGAL EFFECT

This PSDPA shall only become legally binding between Customer and SFDC (and Salesforce, Inc., if different) when the formalities steps set out in the section "HOW TO EXECUTE THIS PSDPA" above have been fully completed.

List of Schedules

Schedule 1: Transfer Mechanisms for European Data Transfers

Schedule 2: Description of the Processing/Transfer

The parties' authorized signatories have duly executed this PSDPA:

CUSTOMER

Signature: _____

Customer Legal Name: _____

Print Name: _____

Title: _____

Date: _____

SALESFORCE, INC. (F/K/A SALESFORCE.COM, INC.)

Signature: Signed by: 4B0909F662794E0...

Print Name: Sarah Dods

Title: Director, President and Secretary

Date: 12/20/2024

SALESFORCE.COM CANADA CORPORATION

Signature: Signed by: 4B0909F662794E0...

Print Name: Sarah Dods

Title: Director, President and Secretary

Date: 12/20/2024

SALESFORCE.COM FRANCE S.A.S.

Signature: DocuSigned by: D14522FE1DEE454...

Print Name: Stephanie Jaccottet

Title: President

Date: 12/20/2024

SALESFORCE.COM GERMANY GMBH

Signature: Signed by: 80DACCF756BA43E...

Print Name: Joachim Wettermark

Title: Director

Date: 12/20/2024

SALESFORCE.COM INDIA PRIVATE LIMITED

Signature: Signed by: 80DACCF756BA43E...

Print Name: Joachim Wettermark

Title: Director

Date: 12/20/2024

SALESFORCE.COM ITALY S.R.L.

Signature: Signed by: 80DACCF756BA43E...

Print Name: Joachim Wettermark

Title: Director

Date: 12/20/2024

SALESFORCE.COM SINGAPORE PTE. LTD.

Signature: Signed by: 80DACCF756BA43E...

Print Name: Joachim Wettermark

Title: Director

Date: 12/20/2024

SALESFORCE JAPAN CO., LTD. (F/K/A KABUSHIKI KAISHA SALESFORCE.COM)

Signature: DocuSigned by: E63357C52F97482...

Print Name: Shinichi Koide

Title: Chairman

Date: 12/30/2024

SALESFORCE SYSTEMS SPAIN, S.L.

Signature: Signed by: 80DACCF756BA43E...

Print Name: Joachim Wettermark

Title: Director

Date: 12/20/2024

SALESFORCE TECNOLOGIA LTDA.

Signature: Assinado por: Marcio Mendes ECF564178F67488...

Print Name: Marcio Mendes

Title: Manager

Date: 12/20/2024

SALESFORCE UK LIMITED (F/K/A SALESFORCE EMEA LIMITED)

Signature: Signed by: 80DACCF756BA43E...

Print Name: Joachim Wettermark

Title: Director

Date: 12/20/2024

SFDC AUSTRALIA PTY, LTD.

Signature: Signed by: 80DACCF756BA43E...

Print Name: Joachim Wettermark

Title: Director

Date: 12/20/2024

SFDC IRELAND LIMITED

Signature: DocuSigned by: Darryl Yee 8A5F90DBE8F6408...

Print Name: Darryl Yee

Title: Director

Date: 1/10/2025

SALESFORCE.ORG, LLC

Signature: Signed by: 4B0909F662794E0...

Print Name: Sarah Dods

Title: Director, President, and Secretary

Date: 12/20/2024

DEMANDWARE, LLC

Signature: Signed by: 4B0909F662794E0...

Print Name: Sarah Dods

Title: Director, President, and Secretary

Date: 12/20/2024

HEROKU, INC.

Signature: Signed by: 4B0909F662794E0...

Print Name: Sarah Dods

Title: Director, President, and Secretary

Date: 12/20/2024

KRUX DIGITAL, LLC

Signature: Signed by: 4B0909F662794E0...

Print Name: Sarah Dods

Title: Director, President, and Secretary

Date: 12/20/2024

MULESOFT, LLC

Signature: Signed by: 4B0909F662794E0...

Print Name: Sarah Dods

Title: Director, President, and Secretary

Date: 12/20/2024

SLACK TECHNOLOGIES LIMITED

Signature: DocuSigned by: 51B81B85D7D64B7...

SLACK TECHNOLOGIES, LLC

Signature: Signed by: 4B0909F662794E0...

Print Name: Patrick Tobin

Title: Director

Date: 12/21/2024

Print Name: Sarah Dods

Title: Director, President, and Secretary

Date: 12/20/2024

TABLEAU SOFTWARE, LLC

Signature: Signed by: 4B0909F662794E0...

Print Name: Sarah Dods

Title: Director, President, and Secretary

Date: 12/20/2024

VLOCITY, LLC

Signature: Signed by: 4B0909F662794E0...

Print Name: Sarah Dods

Title: Director, President, and Secretary

Date: 12/20/2024

SCHEDULE 1 - TRANSFER MECHANISMS FOR EUROPEAN DATA TRANSFERS

1. STANDARD CONTRACTUAL CLAUSES OPERATIVE PROVISIONS AND ADDITIONAL TERMS

For the purposes of SCC Module 2 and SCC Module 3, Customer is the data exporter and Salesforce, Inc. ("SFDC Inc") is the data importer and the Parties agree to the following. Where the SFDC entity that is a party to this DPA is not SFDC Inc, that SFDC entity is carrying out the obligations of the data importer on behalf of SFDC, Inc. If and to the extent an Authorized Affiliate relies on SCC Module 2 or SCC Module 3 for the transfer of Personal Data, any references to 'Customer' in this Schedule, include such Authorized Affiliate. Where this section 1 does not explicitly mention SCC Module 2 or SCC Module 3, it applies to both of them.

1.1. **Reference to the Standard Contractual Clauses.** The relevant provisions contained in the Standard Contractual Clauses are incorporated by reference and are an integral part of this PSDPA. The information required for the purposes of the Appendix to the Standard Contractual Clauses are set out in Schedule 2.

1.2. **Docking clause.** The option under clause 7 shall not apply.

1.3. **Instructions.** This PSDPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to SFDC for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this PSDPA and the Agreement. For the purposes of clause 8.1(a), the instructions by Customer to process Personal Data are set out in section 2.2 of this PSDPA and include onward transfers to a third party located outside Europe for the purpose of the performance of the Professional Services.

1.4. **Security of Processing.** For the purposes of clause 8.6(a), Customer is responsible for making an independent determination as to whether the technical and organizational measures set forth in the Professional Services Security, Privacy and Architecture Documentation meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by SFDC provide a level of security appropriate to the risk with respect to its Personal Data. For the purposes of clause 8.6(c), personal data breaches will be handled in accordance with section 7 (Personal Data Incident Management and Notification) of this PSDPA.

1.5. **Specific Prior Authorization for Use of Sub-processors.** Option 1 under clause 9 shall apply. For the purposes of clause 9(a), SFDC has Customer's written authorization to engage Sub-processors in accordance with section 5 of the PSDPA. SFDC shall not use Sub-processors without Customer's authorization given prior to SFDC engaging such Sub-processor within the timeframe agreed to by the parties in the context of a particular Professional Services engagement. SFDC shall provide the information necessary to enable Customer to decide on the authorization.

1.6. **Audits of the SCCs.** The parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with section 6.2 of this PSDPA.

1.7. **Complaints - Redress.** For the purposes of clause 11, and subject to section 3 of this PSDPA, SFDC shall inform data subjects on its website of a contact point authorized to handle complaints. SFDC shall inform Customer if it receives a complaint by, or a dispute from, a Data Subject with respect to Personal Data and shall without undue delay communicate the complaint or dispute to Customer. SFDC shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer). The option under clause 11 shall not apply.

1.8. **Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in clause 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by SFDC to Customer only upon Customer's written request.

1.9. **Supervision.** Clause 13 shall apply as follows:

1.9.1. Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

1.9.2. Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.

1.9.3. Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, Commission nationale de l'informatique et des libertés (CNIL) - 3 Place de Fontenoy, 75007 Paris, France shall act as competent supervisory authority.

1.9.4. Where Customer is established in the United Kingdom, or falls within the territorial scope of application of the Data Protection Laws and Regulations of the United Kingdom ("UK Data Protection Laws and Regulations"), the Information Commissioner's Office ("ICO") shall act as competent supervisory authority.

1.9.5. Where Customer is established in Switzerland or falls within the territorial scope of application of the Data Protection Laws and Regulations of Switzerland ("Swiss Data Protection Laws and Regulations"), the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations.

1.10. **Notification of Government Access Requests.** For the purposes of clause 15(1)(a), SFDC shall notify Customer (only) and not the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.

1.11. **Governing Law.** The governing law for the purposes of clause 17 shall be the law that is designated in the Agreement. If the Agreement is not governed by an EU Member State law, the Standard Contractual Clauses will be governed by either (i) the laws of France; or (ii) where the Agreement is governed by the laws of the United Kingdom, the laws of England and Wales.

1.12. **Choice of Forum and Jurisdiction.** The courts under clause 18 shall be those designated in the Agreement. If the Agreement does not designate an EU Member State court as having exclusive jurisdiction to resolve any dispute or lawsuit arising out of or in connection with this Agreement, the parties agree that the courts of either (i) France; or (ii) where the Agreement designates the United Kingdom as having exclusive jurisdiction, the courts of England and Wales shall have exclusive jurisdiction to resolve any dispute arising from the Standard Contractual Clauses. For Data Subjects habitually resident in Switzerland, the courts of Switzerland are an alternative place of jurisdiction in respect of disputes.

1.13. **Appendix.** The Appendix shall be completed as follows:

- The contents of section 1 of Schedule 2 shall form Annex I.A to the Standard Contractual Clauses
- The contents of sections 2 to 9 of Schedule 2 shall form Annex I.B to the Standard Contractual Clauses
- The contents of section 10 of Schedule 2 shall form Annex I.C to the Standard Contractual Clauses
- The contents of section 11 of Schedule 2 shall form Annex II to the Standard Contractual Clauses.

1.14. **Data Exports from the United Kingdom under the Standard Contractual Clauses.** For data transfers governed by UK Data Protection Laws and Regulations, the Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as revised under Section 18 of those Mandatory Clauses ("Approved Addendum") shall apply. The information required for Tables 1 to 3 of Part One of the Approved Addendum is set out in Schedule 2 of this PSDPA (as applicable). For the purposes of Table 4 of Part One of the Approved Addendum, neither party may end the Approved Addendum when it changes.

1.15. **Data Exports from Switzerland under the Standard Contractual Clauses.** For data transfers governed by Swiss Data Protection Laws, the Standard Contractual Clauses also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity. In such circumstances, general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in Swiss Data Protection Laws.

1.16. **Conflict.** The Standard Contractual Clauses are subject to this PSDPA and the additional safeguards set out hereunder. The rights and obligations afforded by the Standard Contractual Clauses will be exercised in accordance with this PSDPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of this PSDPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

2. ADDITIONAL TERMS FOR SCC MODULE 3

For the purposes of SCC Module 3(only), the Parties agree the following.

2.1. **Instructions and notifications.** For the purposes of clause 8.1(a), Customer hereby informs SFDC that it acts as Processor under the instructions of the relevant Controller in respect of Personal Data. Customer warrants that its Processing instructions as set out in the Agreement and this PSDPA, including its authorizations to SFDC for the appointment of Sub-processors in accordance with this PSDPA, have been authorized by the relevant Controller. Customer shall be solely responsible for forwarding any notifications received from SFDC to the relevant Controller where appropriate**.**

2.2. **Security of Processing.** For the purposes of clause 8.6(c) and (d), SFDC shall provide notification of a personal data breach concerning Personal Data Processed by SFDC to Customer.

2.3. **Documentation and Compliance.** For the purposes of clause 8.9, all enquiries from the relevant Controller shall be provided to SFDC by Customer. If SFDC receives an enquiry directly from a Controller, it shall forward the enquiry to

Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant Controller where appropriate.

2.4. **Data Subject Rights**. For the purposes of clause 10 and subject to section 3 of this PSDPA, SFDC shall notify Customer about any request it has received directly from a Data Subject without obligation to handle it (unless otherwise agreed), but shall not notify the relevant Controller. Customer shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.

SCHEDULE 2 - DESCRIPTION OF PROCESSING/TRANSFER

1. 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: Customer and its Authorized Affiliates.

Address:

Contact person's name, position and contact details:

Activities relevant to the data transferred under these clauses: Performance of the Professional Services pursuant to the Agreement, including relevant SOW(s) and/or Order Forms(s).

Signature and date: _____

Role: For the purposes of SCC Module 2, Customer and/or its Authorized Affiliate is a Controller. For the purposes of SCC Module 3s, Customer and/or its Authorized Affiliate is a Processor.

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

Name: Salesforce, Inc.

Address: Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, USA

Contact person's name, position and contact details: Lindsey Finch, DPO, privacy@salesforce.com

Activities relevant to the data transferred under these clauses: Performance of the Professional Services pursuant to the Agreement including relevant SOW(s) and/or Order Forms(s).

Signature and date: _____

Role: Processor

2. CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED

Customer may submit Personal Data to the Professional Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's personnel or users authorized by Customer to use the Online Services

3. CATEGORIES OF PERSONAL DATA TRANSFERRED

Customer may provide Personal Data to SFDC in order for SFDC to perform the Professional Services pursuant to an Agreement, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer

- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Localisation data

4. SENSITIVE DATA TRANSFERRED (IF APPLICABLE)

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:

Customer may provide special categories of data to SFDC in order for SFDC to perform the Professional Services pursuant to an Agreement, the extent of which is determined and controlled by Customer in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

The applicable security measures are described in the Professional Services Security, Privacy and Architecture Documentation, or as otherwise made reasonably available by SFDC.

5. FREQUENCY OF THE TRANSFER

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
Continuous basis depending on the use of the Professional Services by Customer.

6. NATURE OF THE PROCESSING

The nature of the processing is the performance of the Professional Services pursuant to the Agreement.

7. PURPOSE OF PROCESSING, THE DATA TRANSFER AND FURTHER PROCESSING

SFDC will Process Personal Data as necessary to provide the Professional Services pursuant to the Agreement, and as further instructed by Customer in its use of the Professional Services.

8. DURATION OF PROCESSING

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

Subject to section 9 of the PSDPA, SFDC will Process Personal Data for the duration of the Agreement or where relevant, the applicable SOW(s) and/or Order Form(s), unless otherwise agreed upon in writing.

9. SUB-PROCESSOR TRANSFERS

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

As per 7 above, the Sub-processor will Process Personal Data as necessary to perform the Professional Services pursuant to the Agreement. Subject to section 9 of the PSDPA, the Sub-processor will Process Personal Data for the duration of the Agreement, or where relevant, the applicable SOW(s) and/or Order Form(s), unless otherwise agreed in writing.

Identities of the Sub-processors are referred to in Section 5 of the PSDPA.

10. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with clause 13: the supervisory authority specified in section 1.9 of Schedule 1 shall act as the competent supervisory authority.

11. TECHNICAL AND ORGANIZATIONAL MEASURES

SFDC will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data provided to SFDC in order for SFDC to perform the Professional Services pursuant to an Agreement, as

described in the Professional Services Security, Privacy and Architecture Documentation. SFDC will not materially decrease the overall security provided during an SOW or Order Form.