Data Processing Addendum

This Data Processing Addendum ("**DPA**") forms part of Workato's Terms of Service or Embedded Platform Agreement, as applicable, including the Order Form placed under it (together, the "**Agreement**") entered into by and between Workato, Inc. ("**Workato**") and the Account Holder (pursuant to the Terms of Service) or Company (pursuant to the Embedded Platform Agreement) who enters into the Agreement with Workato ("**Account Holder**"). Any terms not defined in this DPA shall have the meaning set forth in the Agreement. In the event of a conflict between the terms and conditions of this DPA and the Agreement, the terms and conditions of this DPA shall take precedence with regard to the subject matter of this DPA.

1. Definitions.

(a) "**Anonymous Data**" means Personal Data that has been processed in such a manner that it can no longer be attributed to an identified or identifiable Data Subject, including as applicable any "deidentified" Personal Data as defined under applicable Data Protection Law.

(b) "**Authorized Individual**" means an employee of Workato who has a need to know or otherwise access Personal Data to enable Workato to perform its obligations under this DPA or the Agreement.

(c) **Authorized Sub-Processor**" means the Sub-Processor engaged by Workato who is either (1) listed as a Sub-Processor on Workato's List (as defined in Section 4(b) (Authorized Sub-Processors) below) and/or (2) authorized by Account Holder to do so under Section 4 (Authorized Sub-Processors) of this DPA.

(d) "**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data, including as applicable "controller" as defined under GDPR, "business" under the CCPA or "organisations" under the PDPA.

(e) "**Data Protection Laws**" means all data protection and privacy laws to the extent applicable to and binding on a party, which may include the California Consumer Privacy Act and the California Privacy Rights Act of 2020 ("**CCPA**" and "**CPRA**"); the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") and related data protection and privacy laws of the member states of the European Economic Area; the Data Protection Act 2018 of the United Kingdom ("**UK GDPR**"); the Swiss Federal Act on Data Protection of 25 September 2020 ("**Swiss FADP**"); the Singapore Personal Data Protection (Amendment) Act 2020 ("**PDPA**"); and the Brazilian General Data Protection Law ("**LGPD**"); each as amended, implemented or replaced from time to time.

(f) "**Data Subject**" means an identified or identifiable person to whom Personal Data relates, or as otherwise termed and defined by Data Protection Laws.

(g) "**Instruct**" or "**Instruction**" means a direction, either in writing, in textual form (e.g., by e-mail) or by using a software or online tool, issued by Account Holder to Workato and directing Workato to Process Personal Data.

(h) "**Personal Data**" means any information relating to Data Subjects Processed through the Services by Workato on behalf of Account Holder, as further defined as "personal data" or "personal information" under applicable Data Protection Laws. Personal Data does not include Anonymous Data.

(i) "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed.

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

(k) "**Processor**" means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, including as applicable "service provider" as defined under the CCPA or "data intermediary" under the PDPA.

(l) "**Services**" means the services provided by Workato pursuant to the Agreement.

(m) "**Standard Contractual Clauses**" means the transfer agreements listed in Schedule 3 to this DPA, including the EU SCCs.

(n) "**Sub-Processor**" means another Processor who processes Personal Data on behalf of the Processor.

(o) "**Supervisory Authority**" means an independent public authority which is established under applicable Data Protection Laws.

2. Relationship of the Parties; Processing of Data.

(a) Account Holder acknowledges and agrees that with regard to the Processing of Account Holder Usage Data and product support data, the parties are independent Controllers. Workato has the right to Process Usage Data (as defined in the Agreement) or product support data relating to or obtained in connection with the operation, support, or use of the Services for its legitimate internal business purposes, including, but not limited to: (i) billing, tax, and audit support; (ii) to provide, optimize, maintain, develop and improve the Services; (iii) to investigate fraud, wrongful or unlawful use of the Services; and (iv) as required by applicable law or regulation. In such instances, this DPA shall not apply, provided that Workato will Process such Personal Data in compliance with applicable Data Protection Laws and Section 1(a) (Workato as Controller) of Schedule 3 to this DPA.

(b) The subject matter, nature, purpose, and duration of the Processing, as well as the types of Personal Data and categories of Data Subjects, are described in Schedule 1 to this DPA. As between the parties, Account Holder is the Controller and Workato is the Processor for Account Holder. Account Holder shall, in its use of the Services, Process Personal Data and provide Instructions for the Processing of Personal Data in compliance with the Data Protection Laws. Account Holder shall ensure that the Processing of Personal Data in accordance with Account Holder's Instructions will not cause Workato to be in breach of the Data Protection Laws. Account Holder is solely responsible for (i) the accuracy, quality, and legality of the Personal Data provided by or on behalf of Account Holder; (ii) the means by which Account Holder acquired any such Personal Data; and (iii) the Instructions it provides to Workato regarding the Processing of such Personal Data. Account Holder shall not provide or make available to Workato any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services.

(c) Workato shall Process Personal Data only (i) for the purposes set forth in the Agreement and this DPA, including Schedule 1; (ii) in accordance with this DPA and any other documented Instructions provided by Account Holder; and (iii) in compliance with the Data Protection Laws. Account Holder hereby Instructs Workato to Process Personal Data in accordance with the foregoing and as part of any Processing initiated by Account Holder in its use of the Services. If Workato is unable to Process Personal Data pursuant to the Instructions or is required to Process Personal Data due to legal requirements, Workato shall promptly inform the Account Holder of that legal requirement unless otherwise prohibited by law. Workato shall also promptly inform the Account Holder if, in its opinion, an Instruction infringes the applicable laws. In such case, Workato will cease all Processing of the affected Personal Data (other than merely storing and maintaining the security of the affected Personal Data) until such time as the Account Holder issues new Instructions with which Workato is able to comply. If this provision is invoked, Workato will not be liable to Account Holder under the Agreement for failure to perform the Services until such time as Account Holder issues new Instructions.

(d) Following completion of the Services or termination of the Agreement, Workato shall permanently delete the Personal Data in accordance with the "Deletion of Accounts and Data" clause in the Agreement, except as required to be retained by the Data Protection Laws or other applicable laws, or for the limited scope and purposes specified in the Agreement. If Account Holder and Workato have entered into Standard Contractual Clauses, the parties agree that the certification of deletion of Personal Data that is described in Clause 8.5 and 16 of the EU SCCs, Clause 3.8 of the ASEAN MCCs (or the similar provisions under other applicable Standard Contractual Clauses) shall be provided by Workato to Account Holder only upon Account Holder's request.

(e) Workato shall maintain and use Anonymous Data in a deidentified form and to not attempt to re-identify the Anonymous Data, except solely for the purpose of determining whether its de-identification processes satisfy the requirements of applicable law.

3. Authorized Individuals.

(a) Workato shall limit access to Personal Data to only Authorized Individuals, and shall ensure that all Authorized Individuals are made aware of the confidential nature of Personal Data, have conducted regular training (at least annually) with respect to the protection of Personal Data, and have executed confidentiality agreements no less protective than the terms in the Agreement.

(b) Workato will be liable for any violations of this DPA by its Authorized Individuals to the same extent that it would have been had it violated this DPA itself.

4. Authorized Sub-Processors.

(a) Account Holder acknowledges and agrees that Workato may engage its Affiliates and other Authorized Sub-Processors to access and Process Personal Data in connection with the Services.

(b) Workato's current Authorized Sub-Processors are listed at www.workato.com/legal/sub-processors (such URL may be updated by Workato from time to time, the "**List**"). Workato may from time to time engage new Sub-Processors, provided that at least thirty (30) days before enabling any new Sub-Processors to Process Personal Data, Workato will add such Sub-Processors to the List and notify Account Holder of such updates via the email address provided by Account Holder. Account Holder may object to such engagement in writing based on reasonable grounds within ten (10) days of receipt of the notice. If the parties cannot resolve Account Holder's objection in a reasonable manner, either party may terminate the affected Services upon written notice, and Workato will refund any unused, pre-paid fees for the affected Services following the effective date of the termination. If Account Holder does not object to the proposed Sub-Processor within the period above, the new Sub-Processor will be deemed an Authorized Sub-Processor for the purposes of this DPA.

(c) Workato shall, by way of contract or other legal act under Data Protection Laws (including Standard Contractual Clauses), ensure that every Authorized Sub-Processor is subject to obligations regarding the Processing of Personal Data that are no less protective than those to which Workato is subject under this DPA.

(d) Workato shall be liable to Account Holder for the acts and omissions of Authorized Sub-Processors to the same extent that Workato would itself be liable under this DPA had it conducted such acts or omissions. If Account Holder and Workato have entered into Standard Contractual Clauses, (i) the above authorizations in Section 4(b) (Authorized Sub-Processors) will constitute Account Holder's prior written consent to the subcontracting by Workato of the Processing of Personal Data if such consent is required under the Standard Contractual Clauses; and (ii) the parties agree that the copies of the agreements with Authorized Sub-Processors that must be provided by Workato to Account Holder pursuant to Clause 9(c) of the EU SCCs (or the similar provisions under other applicable Standard Contractual Clauses) may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by the Workato beforehand, and that such copies will be provided by Workato only upon request by Account Holder.

5. Security and Confidentiality of Personal Data.

Workato shall, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data. More specific security and privacy measures implemented by Workato include, but are not limited to, those set forth in Schedule 2 to this DPA. Account Holder is responsible for independently evaluating if these measures are sufficient for Account Holder to comply with its obligations under applicable Data Protection Laws.

6. Transfers of Personal Data.

To the extent applicable under Data Protection Laws, the parties agree to Process Personal Data in accordance with Schedule 3 (Data Transfer) to this DPA.

7. Rights of Data Subjects.

(a) Workato shall, to the extent permitted by law, promptly notify Account Holder upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, restriction of Processing, erasure, data portability, restriction of or objection to Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision-making (such requests individually and collectively "**Data Subject Request(s)**"). If Workato receives a Data Subject Request in relation to Personal Data, Workato will advise the Data Subject to submit their request to Account Holder and Account Holder will be responsible for responding to such request, including, where necessary, by using the functionality of the Services.

(b) Workato shall, at the request of the Account Holder, and taking into account the nature of the Processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Account Holder in complying with Account Holder's obligation to respond to such Data Subject Request, where possible, provided that (i) Account Holder is itself unable to respond without Workato's assistance; and (ii) Workato is able to do so in accordance with applicable laws.

8. Audit Rights.

(a) Upon Account Holder's request no more often than once a year, Workato will, taking into account the nature of the Processing and the information available to Workato, (i) make available information necessary to demonstrate its compliance with this DPA, including its SOC 2 Type 2 audit or similar audit report(s); and (ii) provide Account Holder with reasonable cooperation and assistance where necessary for Account Holder to comply with its obligations under the applicable Data Protection Laws, such as to conduct a data protection impact assessment, cooperation and/or prior consultation with any Supervisory Authority, provided that Account Holder does not otherwise have access to the relevant information.

(b) If required by Data Protection Laws and the required information is not contained in Workato's audit report, Account Holder may conduct an audit (no more often than once a year) at its own expense. To request an audit, Account Holder must submit a proposed audit plan at least thirty (30) days in advance of the proposed audit date. Workato will cooperate with Account Holder to agree on a final audit plan, which includes the scope, duration, and start date of the audit. The audit must be conducted during Workato's regular business hours and subject to applicable Workato policies, for example, the audit may not unreasonably interfere with Workato's business operations or other users' use of the Services, and may not be granted access to any data and information of other users. If a third-party is to conduct the audit, the third-party must be mutually agreed to by Account Holder and Workato and such third-party must execute a confidentiality agreement with Workato before the audit is conducted.

(c) Account Holder may use the audit reports only for the purposes of meeting its regulatory requirements or confirming compliance with the requirements of this DPA. The audit report(s) and any information obtained by Account Holder under this section are Workato's Confidential Information, and the audit reports generated in connection with audit under this section will be provided to Workato unless prohibited by law. If the parties have entered into Standard Contractual Clauses, the parties agree that the audits described in Clause 8.9 of the EU SCCs (or similar provisions under other applicable Standard Contractual Clauses) shall be conducted in accordance with this section.

9. Incident Management and Breach Notification.

(a) Workato shall, without undue delay and in any case within forty-eight (48) hours after becoming aware of a confirmed Personal Data Breach, inform Account Holder of the Personal Data Breach. Workato will also take appropriate steps as Workato deems necessary and reasonable to remediate such violation. Notification of a Personal Data Breach does not constitute any acceptance of liability by Workato.

(b) As information regarding the Personal Data Breach is collected or otherwise reasonably becomes available to Workato, Workato will also provide Account Holder with (i) a description of the nature and reasonably anticipated consequences of the Personal Data Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; (iii) where possible, information about the types of Personal Data that were the subject of the Personal Data Breach; and (iv) reasonable assistance necessary for Account Holder to comply with its obligations under applicable Data Protection Laws with respect to notifying the relevant Supervisory Authority, its impacted Controllers (where Account Holder acts as the Processor pursuant to the Agreement, if applicable) and its Data Subjects. Account Holder agrees to coordinate with Workato on the content of Account Holder's intended public statements or required notices

for the affected Data Subjects and/or notices to the relevant Supervisory Authority regarding the Personal Data Breach if Account Holder refers to Workato, Workato's Services, system or customers in its notice.

10. Miscellaneous.

(a) The parties' agreement to this DPA shall be considered as agreement to the Standard Contractual Clauses, and if there is any conflict between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail with respect to Personal Data, as applicable.

(b) Account Holder will independently evaluate if the terms of this DPA satisfy its obligations as Data Controller of Personal Data and may request Workato to amend this DPA to the extent necessary to comply with mandatory requirements of the Data Protection Laws by specifying the scope of the required amendments in sufficient detail. The parties will work together in good faith to ensure the parties' compliance with the applicable Data Protection Laws, including entering into an amended DPA and/or Standard Contractual Clauses as required.

(c) Any request for Workato to assist with fulfilling Account Holder's obligations under the Data Protection Laws is considered a separate service if such assistance requires the use of additional or different resources than those Workato would typically utilize when providing such assistance. Workato will seek Account Holder's prior written approval and agreement to pay any related fees before performing such audit assistance.

(d) Account Holder's authorized users of the Services may issue Instructions to Workato via their use of the Services. Outside of Instructions issued within the Services by authorized Personnel, any additional Instructions must be received only from designated individuals specified in the applicable Order Form. In the event that these contacts change or otherwise become permanently unavailable, the respective party shall communicate such change immediately in writing.

Schedule 1 – Details of Processing

Section A: List of Parties

Data Importer: Workato, Inc.

Data Exporter: Account Holder

Address: 1530 Page Mill Road, Suite 100, Palo Alto, California 94304, United States

Address: As stated in the Agreement

Contact person's name, position and contact details: Chief Information Security Officer, privacy@workato.com

Contact person's name, position and contact details: As stated in the Agreement

Role: Controller, Processor (where Account Holder is a Controller), or Sub-Processor (where Account Holder is a Processor pursuant to the Agreement, if applicable).

Role: Controller, or Processor on behalf of its Customers pursuant to the Agreement, if applicable.

Section B: Description of Processing/Transfer

Categories of Data Subjects: Account Holder may submit Personal Data to the Service, the extent to which is determined and controlled by the Account Holder in its sole discretion, and which may include, but not limited to Personal Data relating to the following categories of Data Subjects:

- Account Holder employees, independent contractors, agents, advisors and freelancers.
- Account Holder prospects, customers, business partners and vendors, or their respective employees and contract persons.

Categories of Personal Data: The Personal Data included in the Account Holder Data uploaded to the Services by Account Holder for Processing under Account Holder's Accounts, the extent to which is determined and controlled by the Account Holder in its sole discretion, which may include, but is not limited to the following categories of Personal Data:

- First and last name
- IP Address
- Email

Sensitive data transferred (if applicable): The contents of the Personal Data are varied and under the data exporter's control, but may, from time to time, include sensitive data under the relevant Data Protection Laws. Data exporter acknowledges and agrees that the Services do not require any Processing of sensitive data, and if data exporter decides to Process any sensitive date, it will evaluate if Workato's technical and organizational measures outlined in Schedule 2 are sufficient for handling of sensitive data.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Frequency of the transfer is configurable in a self-service manner by the data exporter and is a continuous basis for the duration of the Agreement.

Nature and Purpose of Processing: Workato provides a flexible business integration and automation service. Workato will Process Personal Data as necessary to perform the Services pursuant to the Agreement, and as further Instructed by Account Holder and its authorized users in the use of the Services.

Frequency and Duration of Processing: Workato will Process Personal Data for the duration of the Agreement unless as otherwise required by law. Personal Data submitted to Workato is retained for a limited period of time, in accordance with its published data retention policies. In general, the retention period is 30 days unless otherwise configured by the data exporter, and in no case exceeds 90 days.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: As specified on Workato's current Sub-Processor page at https://www.workato.com/legal/sub-processors.

Schedule 2 – Data Security Measures

Workato agrees that it:

1. Maintains an information security program which is approved by its management and regularly reviewed and updated accordingly.

2. Restricts access to Personal Data to Authorized Individuals who provide authentication that uniquely identifies them.

3. Restricts Authorized Individuals' rights to access or modify Personal Data based on business role and need.

4. Reviews access and authorization rights for Authorized Individuals regularly. Access or authorization rights are withdrawn or modified, as appropriate, promptly upon termination or change of role for such Authorized Individuals.

5. Ensures that physical access to systems storing or Processing Personal Data is appropriately secured and monitored.

6. Encrypts Personal Data both at rest and in transit, using industry standard protocols and encryption algorithms.

7. Has implemented and maintains secure coding and development standards, incorporating security and privacy considerations.

8. Ensures that its personnel receive regular security and privacy training so that they are aware of their roles and responsibilities with regard to the treatment and protection of Personal Data.

9. Segregates internal systems storing or processing Personal Data from public networks.

10. Has implemented anti-malware on systems that do or may Process Personal Data.

11. Has implemented monitoring and alerting capabilities on its systems.

12. Evaluates its systems for vulnerabilities and deploys required security updates on a schedule based on risk and severity.

13. Regularly tests the security of its systems including an annual penetration test performed by a qualified third party.

14. Evaluates the security and privacy practices of all Authorized Sub-Processors. All Authorized Sub-Processors are required to implement and maintain the same or substantially similar technical and organizational measures and assume the same responsibilities and obligations as those required of Processor under this DPA.

15. Deploys redundant services and engages in practices including regular backups designed to provide continued availability and access to data despite disruptions to its infrastructure.

16. Maintains an incident response plan and commits to providing required notifications in case of a confirmed Personal Data Breach without undue delay.

17. Maintains systems and processes for complying with data privacy requirements including limited retention and processing of requests from Data Subjects.

18. Maintains security measures as outlined in https://www.workato.com/legal/security.

Schedule 3 – Data Transfer

"**Standard Contractual Clauses**" means (i) where the GDPR or Swiss FADP applies, the standard contractual clauses for the transfer of Personal Data to third countries approved by the European Commission's decision 2021/914/EC of June 4, 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj (the "**EU SCCs**"); (ii) where the UK GDPR applies, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, as currently set out at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf, and as revised under Section 18 of the International Data Transfer Addendum (the "**UK Addendum**"); and (iii) where Processing of Personal Data within the Association of Southeast Asian Nations ("**ASEAN**") occurs, the ASEAN Model Contractual Clauses as currently set out at https://asean.org/wp-content/uploads/3-ASEAN-Model-Contractual-Clauses-for-Cross-Border-Data-Flows_Final.pdf ("**ASEAN MCCs**").

1. GDPR. Any transfer of Personal Data made from member states of the European Union, Iceland, Liechtenstein, or Norway to any countries which do not ensure an adequate level of data protection within the meaning of the laws and regulations of these countries shall, to the extent such transfer is subject to such laws and regulations, be undertaken by Workato through the EU SCCs, which are automatically incorporated by reference and form an integral part of the DPA, as follows:

(a) <u>Workato as Controller</u>. In relation to Account Holder Usage Data or support ticket data that are subject to the EU SCCs and is Processed by Workato as Controller, the EU SCCs shall apply as follows:

(i) Module One (Controller to Controller) will apply;

(ii) Clause 7, the optional docking clause will not apply;

(iii) Clause 11, the optional language will not apply;

(iv) Clause 13, the supervisory authority with responsibility for ensuring compliance by the Data Exporter with Regulation (EU) 2016/679 as regards the data transfers shall be the supervisory authority of Ireland;

(v) Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

(vi) Clause 18(b), disputes shall be resolved before the courts of the Ireland;

(vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Schedule 1 to the DPA; and

(viii) Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule 2 to the DPA.

(b) <u>Workato as Processor or Sub-Processor</u>. In relation to Personal Data that is processed by Workato as a processor or sub-processor, the EU SCCs shall apply as follows:

(i) where Account Holder is a Controller and Workato is a Processor under the Agreement, Module Two (Controller to Processor) will apply; or where Account Holder is a Processor and Workato is a sub-Processor under the Agreement, Module Three (Processor to Processor) will apply;

(ii) Clause 7, the optional docking clause will not apply;

(iii) Clause 9, Option 2 will apply, and the time period for prior notice is thirty (30) days;

(iv) Clause 11, the optional language will not apply;

(v) Clause 13, the supervisory authority with responsibility for ensuring compliance by the Data Exporter with Regulation (EU) 2016/679 as regards the data transfers shall be the supervisory authority of Ireland;

(vi) Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

(vii) Clause 18(b), disputes shall be resolved before the courts of the Ireland;

  (viii) Annex I of the EU SCCs shall be deemed completed with the information set out in Schedule 1 to the DPA; and

  (ix) Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule 2 to the DPA.

2. UK GDPR. With respect to transfer to which the UK GDPR applies, the parties agree to Process such Personal Data in compliance with the UK Amendment, which is automatically incorporated by reference and form an integral part of the DPA, as follows:

  (a) the EU SCCs as implemented under Sections 1(a) (<u>Workato as Controller</u>) and 1(b) (<u>Workato as Processor or Sub-Processor</u>) of this Schedule 3 shall be deemed amended as specified by Part 2 of the UK Amendment;

  (b) Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed respectively with the information set out in Schedules 1 and 2 of the DPA (as applicable); and

  (c) Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "Importer" and "Exporter."

3. Swiss FADP. With respect to transfer to which the Swiss FADP applies, the parties agree to Process such Personal Data in compliance with the EU SCCs as implemented under Sections 1(a) (Workato as Controller) and 1(b) (<u>Workato as Processor or Sub-Processor</u>) of this Schedule 3 with the following modifications:

  (a) references to "Regulation (EU) 2016/679" shall be interpreted as reference to the Swiss FADP;

  (b) references to "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss FADP;

  (c) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Swiss Federal Data Protection and Information Commissioner" and "applicable courts of Switzerland" for transfers from Switzerland;

  (d) Clause 17, the EU SCCs shall be governed by the laws of Switzerland; and

  (e) Clause 18(b), disputes shall be resolved before the applicable courts of Switzerland.

4. CCPA and CPRA. To the extent the Processing of Personal Data is subject to CCPA or CPRA:

  (a) Account Holder is a "business" and Workato is a "service provider", each as defined under the CCPA and CPRA;

  (b) Workato shall not (i) retain, use, disclose or otherwise Processing Personal Data other than as provided for in the Agreement or as needed to perform the Services, including to build or improve the quality of the Services, to detect security incidents, to protect against fraudulent or illegal activity, to retain sub-Processors in compliance with the DPA, or as otherwise required or permitted by applicable law; (ii) "sell" or "share" Personal Data, as defined under the CCPA and CPRA; and (iii) Process Personal Data in any manner outside of the direct business relationship between Account Holder and Workato.

  (c) Account Holder shall only disclose Personal Data in connection with the Agreement only for the limited and specified purposes of receiving the Services; and

  (d) the parties (i) agree that any provision or transfer of Personal Data by or on behalf of Account Holder to Workato under the DPA is for Workato acting as a Processor of Account Holder and is not a "sale" or "share" of such Personal Data and shall not otherwise be for any monetary or other consideration; (ii) agree that no Personal Data is shared for targeted or cross-contextual advertising purposes; and (iii) certify that they understand the requirements under the CCPA and CPRA.

5. ASEAN.

To the extent the Processing of Personal Data is subject to applicable Data Protection Laws of the ASEAN Member States or is between or to non-ASEAN Member States, and to the extent that Account Holder would like to voluntarily utilize the ASEAN MCCs for such Processing, the parties agree that Module 1:

Contractual Provisions for Controller-to-Processor Transfers will apply, and the parties will comply with the Module 1 of the ASEAN MCCs for such Processing. The optional clauses will apply as follows:

(a) Clause 2.2 will apply;

(b) Clause 3.4 will apply and the adequate security standards are set forth in Schedule 2 to the DPA;

(c) Clause 3.6 will not apply;

(d) Clause 3.7 will not apply;

(e) the written confirmation under Clause 3.8 will be provided in accordance with Section 2(d) of the DPA;

(f) the Data Breach notice in Clause 3.10 will be provided in accordance with Section 9 of the DPA;

(g) Clause 4.1, the ASEAN MCCs shall be interpreted according to the laws of Singapore;

(h) Clause 4.3, any dispute under the ASEAN MCCs shall be resolved via the applicable courts of Singapore;

(i) the suspension period described in Clause 6.1 will be thirty (30) days;

(j) Clause 8.1 (Variation) will be amended in accordance with Section 10(b) of the DPA;

(k) Appendix A will be completed in accordance with Schedule 1 to the DPA;

(l) Clause 1.1 of the Additional Terms for Individual Remedies, the Parties acknowledge that the law of Singapore confers a right on Data Subjects to enforce the data protection warranties and undertakings of this contract as third-party beneficiaries. The Parties agree that this contract shall uphold such rights of Data Subjects under the law of Singapore; and

(m) Clause 1.4 of the Additional Terms for Individual Remedies, to the extent authorized by applicable AMS Law, Data Subjects may obtain compensation for breaches of this contract by either the Data Importer and/or Data Exporter (as prescribed by applicable AMS Law or, if such law is silent on the allocation of compensation, then the Data Subjects may obtain compensation for breaches of the ASEAN MCCs from the breaching party.