



## PILOT DATA PROCESSING ADDENDUM

This Pilot Data Processing Addendum (“**Pilot DPA**”) forms a part of the Pilot Agreement (“**Pilot Agreement**”) between Customer and Slack, to reflect the parties’ agreement with regard to the Processing of Personal Data submitted to the Pilot (the “**Pilot**”). For the avoidance of doubt, this Pilot DPA does not apply to Customer’s use of the generally available Slack Services.

Customer enters into this Pilot DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this Pilot DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Pilot Agreement.

In the course of providing the Pilot under the Pilot Agreement, Slack may Process certain Personal Data (such terms defined below) on behalf of Customer and where Slack Processes such Personal Data on behalf of Customer the parties agree to comply with the terms and conditions in this Pilot DPA in connection with such Personal Data.

### 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.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et seq., and its implementing regulations.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Controller Affiliate**” means any of Customer's Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland, the United Kingdom, and/or the United States and its states and (ii) permitted to use the Pilot pursuant to the Pilot Agreement between Customer and Slack, but have not signed their own Pilot Agreement and are not a “Customer” as defined under the Pilot Agreement, (b) if and to the extent Slack processes Personal Data for which such Affiliate(s) qualify as the Controller.

“**Data Protection Laws**” means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area (“**EEA**”) and their member states, Switzerland, the United Kingdom, and the United States and its states, applicable to the Processing of Personal Data under the Pilot Agreement.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**Europe**” means the European Union, the EEA, Switzerland and the United Kingdom.

“**GDPR**” means the 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).

“**Personal Data**” means any Pilot Customer Data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws.

**“Processing”** 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.

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

**“Quip”** means Quip, LLC a company incorporated and registered in Delaware with company number 6109102.

**“Pilot Security Addendum”** means Slack’s Pilot Security Practices Addendum, as attached to the Pilot Agreement.

**“Slack”** means the Slack entity which is a party to this Pilot DPA, being Slack Technologies, LLC, a company incorporated in Delaware and/or Slack Technologies Limited, a company constituted under the laws of Ireland, as applicable.

**“Slack Group”** means Slack 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 set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as currently set out at [http://data.europa.eu/eli/dec\\_impl/2021/914/oj](http://data.europa.eu/eli/dec_impl/2021/914/oj).

**“Sub-processor”** means any entity engaged by Slack or a member of the Slack Group to Process Personal Data in connection with the Pilot.

## 2. PROCESSING OF PERSONAL DATA

- 2.1. **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is a Controller or a Processor, Slack is a Processor and that Slack or members of the Slack Group will engage Sub-processors pursuant to the requirements set forth in section 4 “Sub-processors” below.
- 2.2. **Customer’s Processing of Personal Data.** Customer shall, in its use of the Pilot and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law (including where the Customer is a Processor, by ensuring that the ultimate Controller does so). Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 2.3. **Slack’s Processing of Personal Data.** As Customer’s Processor, Slack shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Pilot Agreement ; (ii) Processing initiated by Authorized Users in their use of the Pilot ; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Pilot Agreement (individually and collectively, the **“Purpose”**). Slack acts on behalf of and on the instructions of Customer in carrying out the Purpose.
- 2.4. **Sensitive Data.** The parties agree and acknowledge that the following types of sensitive Personal Data (including images, sounds or other information containing or revealing such sensitive data) may not be submitted to the Pilot: government-issued identification numbers; financial information (such as credit or debit card numbers, any related security codes or passwords, and bank account numbers); racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, biometric data for the purpose of uniquely identifying a natural person, information concerning health, sex life or sexual orientation; information related to an individual’s physical or mental health; and information related to the provision or payment of health care.
- 2.5. **Details of the Processing.** The subject-matter of Processing of Personal Data by Slack is as described

in the Purpose in Section 2.3. 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 Pilot DPA are further specified in Schedule 2 (Description of Processing/Transfer) to this Pilot DPA.

### 3. RIGHTS OF DATA SUBJECTS

**3.1. Data Subject Requests.** Slack shall, to the extent legally permitted, promptly notify Customer of any complaint, dispute or request it has received from a Data Subject under applicable Data Protection Law in relation to Personal Data, such as a Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or its right not be subject to an automated individual decision making (each, a "**Data Subject Request**"). Slack shall not respond to a Data Subject Request itself, except that the Customer authorizes Slack to redirect the Data Subject Request as necessary to allow Customer to respond directly. Taking into account the nature of the Processing, Slack shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request as required by applicable Data Protection Laws. In addition, to the extent Customer, in its use of the Pilot, does not have the ability to address a Data Subject Request, Slack shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Slack is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Slack's provision of such assistance, including any fees associated with provision of additional functionality.

### 4. SUB-PROCESSORS

**4.1. Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Slack's Affiliates, including Quip, may be retained as Sub-processors through written agreement with Slack and (b) Slack and Slack's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Personal Data, Slack or a Slack Affiliate will enter into a written agreement with each Sub-processor containing in substance data protection obligations that provide at least the same level of protection for Personal Data as those in this Pilot DPA, to the extent applicable to the nature of the services provided by such Sub-processor. Customer acknowledges that Slack Technologies, LLC is located in the United States and is involved in providing the Pilot to Customer either directly or through the provision of support to Slack Technologies Limited. In the event Customer enters into the Standard Contractual Clauses, then Customer hereby grants Slack a general written authorization to appoint Sub-processors in accordance with clause 9 of the Standard Contractual Clauses and this section 4. .

**4.2. List of Current Sub-processors and Notification of New Sub-processors.** The current list of Sub-processors that may be engaged in Processing Personal Data for the performance of the Pilot and/or Slack Services, including a description of their processing activities and countries of location, is accessible at <https://slack.com/slack-subprocessors> ("**Sub-processor List**"). Customer hereby consents to these Sub-processors, their locations and processing activities as it pertains to their Personal Data. Customer may receive notifications of new Sub-processors by emailing [dpa@slack-corp.com](mailto:dpa@slack-corp.com) with the subject "Subscribe."

**4.3. Objection Right for New Sub-processors.** Customer may object to Slack's use of a new Sub-processor for the Pilot by notifying Slack promptly in writing within ten (10) business days of receipt of Slack's notice made in accordance with section 4.2. If Customer objects to a new Sub-processor for the Pilot, as permitted in the preceding sentence, Customer's sole remedy is to terminate the Pilot Agreement and cease use of the Pilot.

**4.4. Liability.** Slack shall be liable for the acts and omissions of its Sub-processors to the same extent Slack would be liable if performing the services of each Sub-processor directly under the terms of this Pilot DPA, unless otherwise set forth in the Pilot Agreement.

### 5. SECURITY

**5.1. Controls for the Protection of Personal Data.** Slack shall maintain 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 Pilot Security Addendum. Slack will not materially decrease the overall security of the Pilot during Customer's use.

**5.2. Audit.** Slack shall maintain an audit program to help ensure compliance with the obligations set out in this Pilot DPA and shall make available to Customer information to demonstrate compliance with the obligations set out in this Pilot DPA. Only to the extent: (a) that the provision of information or documents as referred to in this section does not satisfy the Customer's obligations under Data Protection Laws; and (b) required by Data Protection Laws or the requirements of a competent supervisory authority, then Customer may conduct an on-site audit of Slack's processing activities under this Pilot DPA during Slack's normal business hours, under reasonable duration and provided that such on-site audit shall not unreasonably interfere with Slack's day-to-day operations. Before any on-site audit commences, Customer and Slack shall mutually agree upon the scope, timing, and duration of the audit and the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by or on behalf of Slack.

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

## **6. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION**

Slack maintains security incident management policies and procedures. Slack shall notify Customer without undue delay of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Slack becomes aware and which may require a notification to be made to a competent supervisory authority or Data Subject under applicable Data Protection Law or which Slack is required to notify to Customer under applicable Data Protection Law (a "**Personal Data Incident**"). Slack shall provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Slack's control. Except as required by applicable Data Protection Law, the obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non-Slack Products.

## **7. RETURN AND DELETION OF PERSONAL DATA**

Upon termination of Customer's use of the Pilot, if data is not available as part of the generally available Slack Services, Customer may, within 30 days of the expiration of Customer's right to use the Pilot, request the return of the Personal Data in Slack's possession, after which Slack shall securely destroy all Personal Data unless prevented by applicable law. Until Personal Data is deleted or returned, Slack shall continue to comply with this Pilot DPA and its Schedules.

## **8. CONTROLLER AFFILIATES**

**8.1. Contractual Relationship.** The parties acknowledge and agree that, by executing the Pilot DPA, Customer enters into the Pilot DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate Pilot DPA between Slack and each such Controller Affiliate and subject to the provisions of the Pilot Agreement and this section 8 and section 9. Each Controller Affiliate agrees to be bound by the obligations under this Pilot DPA and, to the extent applicable, the Pilot Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Pilot Agreement, and is a party only to the Pilot DPA. All access to and use of the Pilot by Controller Affiliates must comply with the terms and conditions of the Pilot Agreement and any violation of the terms and conditions of the Pilot Agreement by a Controller Affiliate shall be deemed a violation by Customer.

- 8.2. Communication.** The Customer that is the contracting party to the Pilot Agreement shall remain responsible for coordinating all communication with Slack under this Pilot DPA and be entitled to make and receive any communication in relation to this Pilot DPA on behalf of its Controller Affiliates.
- 8.3. Rights of Controller Affiliates.** If a Controller Affiliate becomes a party to the Pilot DPA with Slack, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this Pilot DPA, subject to the following:
- 8.3.1.** Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this Pilot DPA against Slack directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Pilot Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) the Customer that is the contracting party to the Pilot Agreement shall exercise any such rights under this Pilot DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together (as set forth, for example, in Section 8.3.2. below).
- 8.3.2.** The parties agree that the Customer that is the contracting party to the Pilot Agreement shall, if carrying out an On-Site Audit of the Slack procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Slack by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Controller Affiliates in one single audit.

## 9. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this Pilot DPA and all Pilot DPAs between Controller Affiliates and Slack, whether in contract, tort or under any other theory of liability, is subject to the "No Damages" and "Indemnification" sections of the Pilot Agreement, to the maximum extent permitted under Data Protection Laws. Any reference in such a section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Pilot Agreement and all Pilot DPA together. For the avoidance of doubt, Slack's and its Affiliates' total liability for all claims from the Customer and all of its Controller Affiliates arising out of or related to the Pilot Agreement and each Pilot DPA shall apply in the aggregate for all claims under both the Agreement and all Pilot DPAs established under the Pilot Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such Pilot DPA. If the "No Damages" section is deemed impermissible, Slack's and all of its Affiliates' liability under this DPA shall be capped at \$10,000.

## 10. EUROPEAN SPECIFIC PROVISIONS

- 10.1. Definitions.** For the purposes of this section 10 and Schedule 1 these terms shall be defined as follows:
- "EU C-to-P Transfer Clauses"** means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor).
- "EU P-to-P Transfer Clauses"** means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Three (Processor-to-Processor).
- 10.2. GDPR.** Slack will Process Personal Data in accordance with the GDPR requirements directly applicable to Slack's provisioning of the Pilot.
- 10.3. Customer Instructions.** Slack shall inform Customer immediately (i) if, in its opinion, an instruction from Customer constitutes a breach of the GDPR and/or (ii) if Slack is unable to follow Customer's instructions for the Processing of Personal Data.
- 10.4. Transfer Mechanisms.** If, in the performance of the Pilot, Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that apply in Europe is transferred

out of Europe to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Laws of Europe, the transfer mechanisms listed below shall apply to such transfers and can be directly enforced by the parties to the extent such transfers are subject to the Data Protection Laws of Europe:

- **The EU C-to-P Transfer Clauses.** Where Customer and/or its Controller Affiliate is a Controller and a data exporter of Personal Data and Slack Technologies, LLC. is a Processor and data importer in respect of that Personal Data, then the parties shall comply with the EU C-to-P Transfer Clauses, subject to the additional terms in section 1 of Schedule 1; and/or
- **The EU P-to-P Transfer Clauses.** Where Customer and/or its Controller Affiliate is a Processor acting on behalf of a Controller and a data exporter of Personal Data and Slack Technologies, LLC. is a Processor and data importer in respect of that Personal Data, the parties shall comply with the terms of the EU P-to-P Transfer Clauses, subject to the additional terms in sections 1 and 2 of Schedule 1.

**10.5. Impact of local laws.** As of the Effective Date, Slack has no reason to believe that the laws and practices in any third country of destination applicable to its Processing of the Personal Data as set forth in the Sub-processor List, including any requirements to disclose personal data or measures authorising access by a Public Authority, prevent Slack from fulfilling its obligations under this Pilot DPA. If Slack 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 Pilot DPA, it shall promptly notify Customer, and Customer's sole remedy is to terminate the Pilot Agreement and cease use of the Pilot.

## **11. GOVERNING LAW**

This Pilot DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Ireland.

### **List of Schedules**

Schedule 1: Transfer Mechanism for European Data Transfers

Schedule 2: Description of Processing/Transfer

## SCHEDULE 1

### TRANSFER MECHANISMS FOR EUROPEAN DATA TRANSFERS

#### 1. STANDARD CONTRACTUAL CLAUSES OPERATIVE PROVISIONS AND ADDITIONAL TERMS

For the purposes of the EU C-to-P Transfer Clauses and the EU P-to-P Transfer Clauses, Customer is the data exporter and Slack Technologies, LLC is the data importer and the parties agree to the following. If and to the extent a Controller Affiliate relies on the EU C-to-P Transfer Clauses or the EU P-to-P Transfer Clauses for the transfer of Personal Data, any references to 'Customer' in this Schedule include such Controller Affiliate. Where this section 1 does not explicitly mention EU C-to-P Transfer Clauses or EU P-to-P Transfer Clauses 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 Pilot DPA. The information required for the purpose of the Appendix to the Standard Contractual Clauses is set out in Schedule 2.
- 1.2. **Docking clause.** This option under clause 7 shall not apply.
- 1.3. **Instructions.** This Pilot DPA and the Pilot Agreement are Customer's complete and final instructions at the time of execution of the Pilot DPA for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this Pilot DPA and the Pilot Agreement. For the purposes of Clause 8.1(a), the instructions by Customer to process Personal Data are set out in section 2.3 of the Pilot DPA and include onward transfers to a third party located outside Europe for the purpose of the performance of the Pilot.
- 1.4. **Security of Processing.** For the purposes of clause 8.6(a), Customer is solely responsible for making an independent determination as to whether the technical and organisational measures set forth in the Pilot Security Addendum 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 Slack 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 6 (Personal Data Incident Management and Notification) of the Pilot DPA.
- 1.5. **General authorisation for use of Sub-processors.** Option 2 under clause 9 shall apply. For the purposes of clause 9(a), Slack has Customer's general authorisation to engage Sub-processors in accordance with section 4 of the Pilot DPA. Slack shall make available to Customer the current list of Sub-processors in accordance with Section 4.2 of the Pilot DPA. Where Slack enters into the EU P-to-P Transfer Clauses with a Sub-processor in connection with the provision of the Pilot, Customer hereby grants Slack and Slack's Affiliates authority to provide a general authorisation on Controller's behalf for the engagement of sub-processors by Sub-processors engaged in the provision of the Pilot as well as decision making and approval authority for the addition or replacement of any such sub-processors.
- 1.6. **Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to clause 9(a), Customer acknowledges and expressly agrees that Slack may engage new Sub-processors as described in sections 4.2 and 4.3 of the Pilot DPA. Slack shall inform Customer of any changes to Sub-processors following the procedure provided for in section 4.2 of the Pilot DPA.
- 1.7. **Audits of the Standard Contractual Clauses.** The parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 5.2 ("Audit") of the Pilot DPA.
- 1.8. **Complaints - Redress.** For the purposes of clause 11, and subject to section 3 of the Pilot DPA, Slack shall inform Data Subjects on its website of a contact point authorised to handle complaints. Slack 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. Slack shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer). The option under clause 11 shall not apply.

- 1.9. **Liability.** Slack's liability under clause 12(b) shall be limited to any damage caused by its Processing where Slack has not complied with its obligations under the GDPR specifically directed to Processors, or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 82 GDPR.
- 1.10. **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 Slack to Customer only upon Customer's written request.
- 1.11. **Supervision.** Clause 13 shall apply as follows:
- 1.11.1 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.
  - 1.11.2 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.
  - 1.11.3 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, the Irish Data Protection Commission shall act as competent supervisory authority.
  - 1.11.4 Where Customer is established in the United Kingdom, the Information Commissioner's Office shall act as competent supervisory authority.
- 1.12 **Notification of Government Access Requests.** For the purposes of clause 15(1)(a), Slack 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.
- 1.13 **Governing Law.** The governing law for the purposes of clause 17 shall be the law of Ireland.
- 1.14 **Choice of forum and jurisdiction.** For the purpose of clause 18 any dispute arising from the Clauses shall be resolved by the courts of Ireland.
- 1.15 **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.
- 1.16 **Data Exports from the United Kingdom under the Standard Contractual Clauses.** In case of any transfers of Personal Data from the United Kingdom, (i) 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 the Data Protection Laws of the United Kingdom ("**UK Data Protection Laws**"); and (ii) any other obligation in the Standard Contractual Clauses determined by the Member State in which the data exporter or Data Subject is established shall refer to an obligation under UK Data Protection Laws.
- 1.17 **Conflict.** The Standard Contractual Clauses are subject to this Pilot DPA and the additional safeguards set out hereunder. The rights and obligations afforded by the Standard Contractual Clauses will be exercised in accordance with this Pilot DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of the Pilot DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

## 2. ADDITIONAL TERMS FOR THE P-TO-P TRANSFER CLAUSES

For the purposes of the EU P-to-P Transfer Clauses (only), the parties agree the following.

- 2.1. **Instructions and notifications.** For the purposes of clause 8.1(a), Customer hereby informs Slack 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 Pilot Agreement and the Pilot DPA, including its authorizations to Slack for the appointment of Sub-processors in accordance with the Pilot DPA, have been authorized by the relevant Controller. Customer shall be solely responsible for forwarding any notifications received by Slack to the relevant Controller where appropriate.
- 2.2. **Security of Processing.** For the purposes of clause 8.6(c) and (d), Slack shall provide notification of a personal data breach concerning Personal Data Processed by Slack to Customer.
- 2.3. **Documentation and Compliance.** For the purposes of clause 8.9, all enquiries from the relevant Controller shall be provided to Slack by Customer. If Slack 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 the Pilot DPA, Slack 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 Controller Affiliates

Address:

Contact person's name, position and contact details:

Activities relevant to the data transferred under these clauses: Provision of the Pilot pursuant to the Pilot Agreement.

Signature and date:

Role: For the purposes of the EU C-to-P Transfer Clauses Customer and/or its Controller Affiliate is a Controller. For the purposes of the EU P-to-P Transfer Clauses Customer and/or its Controller 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: Slack Technologies, LLC.

Address: 50 Fremont Street, San Francisco, CA 94105, USA

Contact person's name, position and contact details: Lindsey Finch, [privacy@salesforce.com](mailto:privacy@salesforce.com)

Activities relevant to the data transferred under these clauses: Provision of the Pilot pursuant to the Pilot Agreement.

Signature and date:

DocuSigned by:  
*Venessa Jackson*  
2A99F2F220124A5...  
8/31/2022

Role: Processor

**2. CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED**

Customer may submit personal data to the Pilot, the extent of which is determined and controlled by Customer and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Authorized Users;
- employees of Customer;
- consultants of Customer;
- contractors of Customer;

- agents of Customer; and/or
- third parties with which Customer conducts business.

### **3. CATEGORIES OF PERSONAL DATA TRANSFERRED**

The personal data transferred concern the following categories of data:

Any Personal Data comprised in Pilot Customer Data, as defined in the Pilot Agreement.

### **4. SPECIAL CATEGORIES OF DATA**

The Customer is not permitted to submit special categories of data through the Pilot.

### **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 Pilot by Customer.

### **6. NATURE OF THE PROCESSING**

The nature of the processing is the provision of the Pilot and the performance of associated services pursuant to the Pilot Agreement.

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

Slack will Process Personal Data as necessary to provide the Pilot pursuant to the Pilot Agreement and as further instructed by Customer in its use of the Pilot.

### **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 7 of the Pilot DPA, Slack will Process Personal Data for the duration of the Pilot Agreement, 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 Pilot pursuant to the Pilot Agreement. Subject to section 7 of the Pilot DPA, the Sub-processor will Process Personal Data for the duration of the Pilot Agreement, unless otherwise agreed in writing.

Identities of the Sub-processors used for the provision of the Pilot and their country of location are listed at <https://slack.com/slack-subprocessors>.

### **10. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with clause 13:*

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

- Where the data exporter 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: the Irish Data Protection Commission shall act as the competent supervisory authority.
- Where the data exporter is established in the United Kingdom, the Information Commissioner's Office Shall Act as the competent supervisory authority.

## **11. TECHNICAL AND ORGANISATIONAL MEASURES**

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Pilot, as described in the Pilot Security Addendum. Data importer will not materially decrease the overall security of the Pilot during a subscription term. Data Subject Requests shall be handled in accordance with section 3 of the Pilot DPA.