




## EU STANDARD CONTRACTUAL CLAUSES ADDENDUM

This EU Standard Contractual Clauses Addendum (“**Addendum**”) is made and entered into by and between Upland Software, Inc, a Delaware corporation (“**Upland**”) and the Vendor specified in the table below (“**Vendor**”).

**Upland Software, Inc.**

**Vendor Name: See information provide per the Upland Portal**

**By:** \_\_\_\_\_

**By: Per Upland Portal**

**Name: Rochelle Delley**

**Name: As provided per the Upland Portal**

**Title: Chief Security Officer & Data Protection Officer**

**Title: As provided per the Upland Portal**

**Date:** September 22, 2022

**Date: As provided per the Upland Portal**

**Address: 401 Congress Ave.,  
Suite 1850  
Austin, Texas 78701-3788  
Attention: General Counsel**

**Vendor Address: As provided per the Upland Portal**

This Addendum, including its Exhibits A, B, and C, supplements and is incorporated into the applicable master agreement and any previously agreed data transfer addendums (together with any amendments thereto, and any associated quotes, sales orders and statements of work, the “**Agreements**”) by and between Upland and Vendor (each a “**Party**” and collectively the “**Parties**”).

The Parties have agreed on to adopt this Addendum as required under Data Protection Legislation, as defined below, to provide adequate safeguards to the protection of privacy and the fundamental rights and freedoms of individuals for the transfer of data to the data importer of the personal data specified in Annex 1.

### 1 INSTRUCTIONS

1.1 This Addendum (including the Standard Contractual Clauses, as defined below) has been pre-signed on behalf of Upland. To enter into this Addendum, Vendor must:

1.1.1 Accept this Addendum within **15 business days** by going to <https://uplandsoftware.com/eusccaddendum/> (“**Upland Portal**”) and providing the information request and clicking submit to acknowledge receipt and acceptance of this Addendum.

- 1.1.2 If applicable, provide any information necessary to complete the Annexes within **15 business days** to [privacy@uplandsoftware.com](mailto:privacy@uplandsoftware.com).
- 1.1.3 If you fail to complete the instructions in 1.1.1 and 1.1.2 within **15 business days** after receipt of this Addendum, Upland will rely on the assumption that you, Vendor, have agreed to this Addendum.

## 2 EFFECTIVENESS

- 2.1 This Addendum will be effective only if it is executed and submitted to Upland in accordance with section 1, and all items listed in the Vendor signature block are completed accurately and in full. If Vendor makes any deletions or other revisions to this Addendum, then this Addendum will be null and void.
- 2.2 This Addendum applies in respect of Services purchased by Vendor pursuant to the Agreement and Processing of Vendor Personal Data undertaken by Upland pursuant to that Agreement.
- 2.3 Vendor signatory represents to Upland that he or she has the legal authority to bind Vendor and is lawfully able to enter into contracts.
- 2.4 This Addendum (and the Standard Contractual Clauses) will terminate automatically upon termination of the Agreement, or as earlier terminated pursuant to the terms of this Addendum, except that all provisions in this Addendum which are expressly or by implication are intended to continue in force after termination or expiry shall continue in accordance with all applicable survival clauses within the Agreement.

## 3 DEFINITIONS AND INTERPRETATION

### DEFINITIONS

- 3.1 Capitalised terms shall have the meaning set out in this Addendum, or to the extent that any such terms are not defined in this Addendum, shall have the meaning set forth in the Agreement.

<b>Controller</b>	has the meaning set out in the Data Protection Legislation;
<b>Data Protection Legislation</b>	means the GDPR or any applicable replacement legislation from that is adopted from time to time, and includes the UK GDPR, and FADP, when applicable;
<b>FADP</b>	Means the Swiss Federal Act on Data Protection of 19 June 1991 (SR 235.1), and as may be amended from time to time.
<b>FADP Addendum</b>	Means the addendum Standard Contractual Clauses pursuant to the guidance issued by the Swiss Federal Data Protection and Information commission on 27 August 2021 approving the use of the Standard Contractual Clauses for the transfer of Personal Data to third countries under the FADP pursuant to certain necessary modifications as set forth in Exhibit C;

<b>GDPR</b>	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;
<b>Processor</b>	has the meaning given in the Data Protection Legislation;
<b>Services</b>	has the meaning given to it in the Agreement;
<b>Standard Contractual Clauses</b>	means the standard contractual clauses for transfer of Personal Data to third countries pursuant to the GDPR adopted pursuant to the European Commission's implementing decision EU 2021/915 of 4 June 2021 incorporated into the Agreement executed by and between Vendor and Upland as set forth in Exhibit A;
<b>UK Addendum</b>	means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner, in force 21 March 2022 incorporated into the Agreement executed by and between Vendor and Upland and attached hereto as Exhibit B; and
<b>UK GDPR</b>	means the United Kingdom General Data Protection Regulation as adopted by virtue of Section 3 of the European Union (Withdrawal) Act 2018, as tailored by the Data Protection Act 2018.

#### INTERPRETATION

- 3.2 Upland shall be understood to be the data importer and Processor, and Vendor shall be understood to be the data exporter and Controller.
- 3.3 References in this Addendum to the GDPR or specific Articles or Chapters of the GDPR shall be construed as references to the GDPR or relevant Articles or Chapters of the GDPR or to the then-current Data Protection Legislation or the equivalent provisions in the then-current Data Protection Legislation (as appropriate); and where applicable, references to the GDPR shall be understood to refer to the UK GDPR with regards to individuals in the United Kingdom.
- 3.4 Including and its derivatives (such as "include" and "includes") means "including without limitation" unless otherwise specified.
- 3.5 References to this Addendum shall be deemed to include Exhibit A, B, and C, unless the context requires otherwise.

#### COMMENCEMENT

- 3.6 On and from the date of mutual execution of this Addendum:
- 3.6.1 the obligations set out in any previous agreement between the Parties with respect to the subject matter contained herein shall cease to apply; and
- 3.6.2 the obligations set out in this Addendum shall take effect.

#### **4 CONFLICT**

In the event of a conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall supersede and control.

**END OF ADDENDUM**

**EXHIBITS BEGIN ON NEXT PAGE**

## **EXHIBIT A**

### **Standard Contractual Clauses**

#### **with Annexes**

##### **Processor to Processor**

The Parties agree that Upland shall be deemed the data exporter and Vendor shall be deemed the data importer. Where the Services involve the transfer of Personal Data that is subject to Data Protection Legislation and where: (i) Personal Data is transferred either directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of Data Protection Legislation; and (ii) the Parties have agreed to the Standard Contractual Clauses, which are incorporated into this Addendum by reference. The following, allowable modifications shall apply:

1. In Clause 7 (Docking Clause), the optional docking clause shall not apply;
2. In Clause 9 (Use of Sub-processors), Option 1 under paragraph (a) shall apply and “[Specified time period] shall be replaced with “30 days”;
3. In Clause 11 (Redress), the optional language under (a) shall not apply;
4. In Clause 13 (Supervision), for the purposes of paragraph (a), the data importer shall not be considered as established in an EU Member State, but shall be subject to the competent supervisory authority as set forth in Annex I;
5. In Clause 17 (Governing Law), Option 1 shall apply, and these Standard Contractual Clauses will be governed by the laws of the Republic of Ireland; and
6. In Clause 18 (Choice of Forum and Jurisdiction), under paragraph (b) the Parties agree that any disputes shall be resolved before the courts of the Republic of Ireland.

**END OF STANDARD CONTRACTUAL CLAUSES APPROVED MODIFICATIONS**

**ANNEXES BEGIN ON NEXT PAGE**

## ANNEX I

### A. LIST OF PARTIES

#### MODULE THREE: Transfer Processor to Processor


##### Data exporter(s):

Name: Upland Software, Inc.

Address: 401 Congress Avenue Suite 1850 Austin, Texas 78701

Contact person's name, position and contact details: Rochelle Delley, Data Protection Officer, [privacy@uplandsoftware.com](mailto:privacy@uplandsoftware.com)

Activities relevant to the data transferred under these Clauses: Upland Software, Inc. is responsible for processing data transferred under these Clauses, in accordance with the terms outlined in the Standard Contractual Clauses and the terms of the service.

Signature and date:  September 22, 2022

Role (controller/processor): Processor

##### Data importer(s):

Name: **As provided per the Upland Portal**

Address: **As provided per the Upland Portal**

Contact person's name, position, and contact details: **As provided per the Upland Portal**

Activities relevant to the data transferred under these Clauses: Processing of personal data in accordance with the terms of the Agreement.

Signature and date: **Pursuant to the Upland Portal**

Role (controller/processor): Processor

### B. DESCRIPTION OF TRANSFER

#### MODULE THREE: Transfer Processor to Processor

*Categories of data subjects whose Personal Data is transferred:*

Personal Data related to Upland's customer's employees, customers, suppliers, and/or end users.

*Categories of personal data transferred:*

Categories of Personal Data may include those expressly identified in Article 4 of the GDPR, as well as other Personal Data provided by Upland's customer pursuant to the master service agreement between Upland and its customer.

*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 measure.:*

Data exporter may submit special categories of data provided by Upland's customer to the Service provided by Vendor, the extent of which is determined and controlled by Upland's customer in its sole discretion.

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):*

Continuous for duration of the Agreement.

*Nature of the processing:*

The nature of processing is in accordance with the terms of the Agreement, including Standard Contractual Clauses.

*Purpose(s) of the data transfer and further processing:*

The provision of services pursuant to the terms of service.

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

The Personal Data shall be retained for the duration of the services, in accordance with the terms of the Agreement and applicable law.

## **C. COMPETENT SUPERVISORY AUTHORITY**

### **MODULE THREE: Transfer Processor to Processor**

Data Protection Commission  
21 Fitzwilliam Square South  
Dublin 2  
D02 RD28  
Ireland

**END OF ANNEX I**

## ANNEX II

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

#### MODULE TWO: Transfer Controller to Processor

(1) Option 1 – Default

- a. As described in the Agreement; and
- b. In addition to the Agreement, Vendor shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data. Vendor shall regularly monitor compliance with these safeguards. Vendor will not materially decrease the overall security of the Service during a subscription term.

**OR**

(2) Option 2 – Vendor Choice

- a. In addition to the Agreement, Vendor shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data. Vendor shall regularly monitor compliance with these safeguards. Vendor will not materially decrease the overall security of the Service during a subscription term; and
- b. **Vendor shall provide a written copy of its Technical and Organisational Measures to Upland Software along with this Addendum to [privacy@uplandsoftware.com](mailto:privacy@uplandsoftware.com)**

END OF ANNEX II



### **ANNEX III**

#### **LIST OF SUB-PROCESSORS**

#### **MODULE TWO: Transfer processor to processor**

- (1) As listed in the Agreement.
- (2) Nothing in this Addendum or section relieves the Vendor from having provided notice of vendor additions or removals pursuant to any terms contained in the Agreement.

**END OF ANNEX III**

**END OF EXHIBIT A**

## **EXHIBIT B**

### **UK Addendum**

#### International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

(Version B1.0, in force 21 March 2022)

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

#### **Part 1: Tables**

**Tables 1: Parties**

<b>Start date</b>	This Addendum will take effect upon execution of the Agreement.	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	Upland Software, Inc.(see Annex 1 for further information)	Vendor (see Annex 1 for further information)
<b>Key Contact</b>	See Annex 1 for further information	See Annex 1 for further information

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>	The version of the Approved EU SCCs as incorporated into the EU Data Processing Addendum and as set forth in Exhibit A
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**Table 3: Appendix Information**

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

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Annex 1A: List of Parties: As per Table 1 above

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Annex 1B: See Annex 1 for further information

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Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Annex II for further information

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Annex III: List of Sub processors (Modules 2 and 3 only): See Annex III for further information

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**Table 4: Ending this Addendum when the Approved Addendum Changes**

<b>Ending this Addendum when the Approved Addendum changes</b>	<p>Which Parties may end this Addendum as set out in Section 19:</p> <p><input type="checkbox"/> Importer</p> <p><input type="checkbox"/> Exporter</p> <p><input checked="" type="checkbox"/> neither Party</p>
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## **Part 2: Mandatory Clauses**

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 it is revised under Section 18 of those Mandatory Clauses

### **Executing the UK Addendum**

The Parties agree to bound by the UK Addendum and its requirement upon execution of the EU Data Processing Addendum, and that no additional signatures are required to make this UK Addendum enforceable and binding upon the Parties.

**END OF UK ADDENDUM**

## **EXHIBIT C**

### **FADP Addendum**

Where the Services involve the transfer of Personal Data that is subject to Data Protection Legislation and, specifically the FADP, and where: (i) Personal Data is transferred either directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of Data Protection Legislation; and (ii) the Parties have agreed with the terms of the Standard Contractual Clauses pursuant to this Addendum; then the Parties agree that the following additional provisions shall also apply, so as to comply with the Swiss Federal Data Protection and Information Commissioner (“**FDPIC**”) issued guidance approving the use of the Standard Contractual Clauses, in order to ensure an adequate level of protection for the transfer of Personal Data in accordance with FADP Article 6, Paragraph 2:

1. “Revised FADP” means the revised version of the FADP of 25 September 2020, which is scheduled to come into force on 1 January 2023;
2. The Parties agree to adopt the GDPR standard for all data transfers;
3. Any reference to the GDPR in the Transfer Clauses should be understood as references to the FADP insofar as the data transfers are subject to the FADP;
4. The FDPIC shall act as the “competent supervisory authority” insofar as the relevant data transfer is governed by the FADP, but it shall be EU authority insofar as the data transfer is governed by the GDPR;
5. The applicable law of for contractual claims under European Union member state, Republic of Ireland, shall apply;
6. The courts of the Republic of Ireland shall apply;
7. The term “EU Member State” must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility for suing their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c);
8. The Standard Contractual Clauses shall be understood to protect the data of legal entities until the entry into force of the Revised FADP; and
9. The Parties agree to bound by this Swiss Addendum to the Standard Contractual Clauses and its requirement upon execution of the Addendum, and that no additional signatures are required to make this Swiss Addendum to the Standard Contractual Clauses enforceable and binding upon the Parties.

**END OF FADP ADDENDUM**