

## BLACKBERRY DATA PROCESSING ADDENDUM

**THIS ADDENDUM** is made

**BETWEEN:**

- (1) [Legal name of Customer] (the “**Customer**”) and
  - (2) BlackBerry (as such term is defined in section 1.1(e) below),
- (each a “**Party**”, and together the “**Parties**”).

**WHEREAS:**

- A. This Data Processing Addendum, including the Standard Contractual Clauses where applicable (“**DPA**”), is entered into between the BlackBerry entity and the customer entity (“**Customer**”) identified in the applicable master agreement(s) governing the use of the BlackBerry Solutions (the “**Underlying Agreement**”).
- B. This DPA is incorporated by reference into the Underlying Agreement. All capitalized terms used in this DPA but not defined will have the meaning set forth in the Underlying Agreement.
- C. To the extent of any conflict or inconsistency between this DPA, any previously executed data processing addendum, and the remaining terms of the Underlying Agreement, this DPA will govern.
- D. This DPA sets out the terms that apply when Personal Data is processed by BlackBerry under the Underlying Agreement. The purpose of the DPA is to ensure such processing is conducted in accordance with Applicable Law and respects the rights of individuals whose personal data are processed under the Underlying Agreement.

**IT IS AGREED THAT:**

### **1. DEFINITIONS**

- 1.1 In this DPA, the following expressions shall have the following meanings unless the context otherwise requires:
  - (a) “**Affiliate(s)**” means any entity controlling, controlled by, or under common control with BlackBerry. For the purposes of this definition, “**control**” (including with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any BlackBerry entity, means the possession, directly or indirectly, of the power to direct or exercise a controlling influence on the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
  - (b) “**Authorized Affiliate(s)**” means any of Customer’s Affiliate(s) which (i) is subject to Applicable Law, and (ii) is permitted to use the BlackBerry Solutions pursuant to the Underlying Agreement between Customer and BlackBerry but has not signed its own order form with BlackBerry and is not a “Customer” as defined under the Underlying Agreement.
  - (c) “**Applicable Law(s)**” means all laws and regulations, including laws and regulations of the EU, the EEA and their member states, Switzerland, the UK, and Canada, applicable to the processing of Personal Data under this DPA, including without limitation (i) the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (“**CCPA**”) as amended by the California Privacy Rights Act (hereinafter (“**CCPA**”), and other similar U.S. state legislation and (ii) the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“**GDPR**”). For the avoidance of doubt, if BlackBerry’s personal data processing activities are not within the scope of an Applicable Law, such law is not applicable for purposes of this DPA.
  - (d) The terms “**(data) controller**”, “**data subject**”, “**personal data**” (notwithstanding the capitalized definition provided in letter (j) below), “**process**”, “**processing**”, “**(data) processor**” will have the same meanings as defined by Applicable Law. Other relevant terms such as “**business**”, “**business purpose**”, “**consumer**”, “**personal information**”, “**sale**” (including the terms “**sell**”, “**selling**”, “**sold**”, and other variations thereof), “**service provider**”, and “**third party**” have the meanings given to those terms under the CCPA.

- (e) **"BlackBerry"** means BlackBerry Limited, BlackBerry UK Limited, BlackBerry Corporation, BlackBerry Singapore, Cylance Inc., AtHoc Inc., Secusmart GmbH, or any other BlackBerry entity that is a party to the Underlying Agreement and that processes personal data as defined under relevant Applicable Law.
- (f) **"BlackBerry Solution(s)"** means the BlackBerry proprietary software products and/or services made available by BlackBerry to Customer and Authorized Affiliates pursuant to the Underlying Agreement.
- (g) **"EEA"** means the European Economic Area.
- (h) **"EU"** means the European Union.
- (i) **"ICO UK Addendum"** means the template Addendum B.1.0 issued by the Information Commissioner of the UK and laid before the UK Parliament in accordance with s119A of the UK Data Protection Act 2018 on 2 February 2022, as it is revised from time to time under section 18 of its mandatory clauses.
- (j) **"Personal Data"** means personal data BlackBerry processes on behalf of and during the course of providing BlackBerry Solutions to Customer.
- (k) **"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.
- (l) **"Restricted Transfer(s)"** means: (i) where the GDPR applies, a transfer of personal data from the EEA to a country outside of the EEA or an (onward) transfer from a country outside of the EEA within the same country or to another country outside of the EEA, which are not subject to an adequacy decision under Article 45 GDPR by the European Commission; (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country or an (onward) transfer from a country outside of the United Kingdom within the same country or to another country outside of the United Kingdom, which are not subject to adequacy regulations adopted pursuant to Article 45(1) UK GDPR in conjunction with Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where the Swiss DPA applies, a transfer of personal data to a country outside of Switzerland or an (onward) transfer from a country outside of Switzerland within the same country or to another country outside of Switzerland, which are (α) not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner, or (β) not subject to an adequacy decision by the Swiss Federal Council under the Swiss DPA.
- (m) **"Standard Contractual Clauses"** means (i) where the GDPR applies, the standard contractual clauses annexed to the EU Commission's Implementing Decision 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 European Council (the **"EU SCCs"**); and (ii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner (the **"Swiss SCCs"**), in each case as completed as described in section 9 (Data Transfers) below.
- (n) **"Subprocessor(s)"** means any processor engaged by BlackBerry (or by any other Subprocessor of BlackBerry) who agrees to receive from BlackBerry (or from any other Subprocessor of BlackBerry) Personal Data exclusively intended for processing on behalf of the data controller in accordance with its instructions and the terms of the written subcontract.
- (o) **"Switzerland"** means the Swiss Confederation.
- (p) **"Swiss DPA"** means the Federal Act on Data Protection. Upon the publication in the Federal Gazette and the entry into force of the revised Federal Act on Data Protection, this term will refer to the latter act.
- (q) **"UK"** means the United Kingdom of Great Britain and Northern Ireland.
- (r) **"UK GDPR"** means the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 c. 16.

1.2 Any reference to "writing" or "written" includes faxes and any non-transitory form of visible reproduction of words (like emails), unless expressly indicated to the contrary.

## **2. SCOPE AND APPLICATION OF THIS DPA TO CUSTOMER AND AUTHORIZED AFFILIATES**

- 2.1 This DPA, including the Standard Contractual Clauses referenced therein and the Appendix to this DPA, applies to Customer and its Authorized Affiliates, provided that Customer and the Authorized Affiliates respectively are subject to Applicable Laws.
- 2.2 This Addendum shall apply, in relation to the provision of BlackBerry Solutions, to:
  - 2.2.1 All Personal Data sent from the date of this DPA by or on behalf of Customer and its Authorized Affiliates to BlackBerry for processing;
  - 2.2.2 All Personal Data accessed by BlackBerry on the authority of Customer and its Authorized Affiliates for processing from the date of this DPA; and
  - 2.2.3 All Personal Data otherwise received by BlackBerry for processing on behalf of Customer and its Authorized Affiliates.
- 2.3 The Parties acknowledge and agree that, where applicable, by executing this DPA, Customer enters into the DPA, including the Standard Contractual Clauses referenced therein and the Appendix to this DPA, on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates (listed as data exporters in Annex I Part A of the Appendix to this DPA), thereby establishing a separate agreement between BlackBerry and each such Authorized Affiliate. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. For the avoidance of doubt, an Authorized Affiliate is not and will not become a party to the Underlying Agreement and is only a party to the DPA, including the Standard Contractual Clauses referenced therein and the Appendix to this DPA.
- 2.4 Where Customer acts as a processor, Customer appoints BlackBerry as Customer's subprocessor, which will not change the obligations of either Customer or BlackBerry under this DPA.
- 2.5 The subject-matter, nature and purpose as well as the type of Personal Data and the categories of data subjects affected are set out in Annex I of the Appendix to this DPA.

## **3. DATA PROCESSING**

BlackBerry agrees to process the Personal Data to which this DPA applies by reason of Section 2, in accordance with the terms and conditions set out in this DPA, and in particular BlackBerry agrees:

- 3.1 To process the Personal Data only on behalf of the data controller and at all times in compliance with the data controller's instructions based on this DPA. This DPA and the Underlying Agreement are data controller's complete and final documented instructions at the time of signature of the Underlying Agreement to BlackBerry for the processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. Instructions orally given shall be promptly confirmed in writing by the data controller. If BlackBerry cannot provide such compliance for whatever reasons, it agrees to promptly notify the data controller (or Customer) of its inability to comply, unless laws applicable to BlackBerry prohibit such information on important grounds of public interest. Where BlackBerry believes that compliance with any instructions by the data controller would result in a violation of any Applicable Laws, BlackBerry shall notify the data controller thereof in writing without delay;
- 3.2 That within BlackBerry's area of responsibility, BlackBerry shall structure its internal corporate organization to ensure compliance with the specific requirements of the protection of Personal Data. BlackBerry shall take appropriate technical and organizational measures to adequately protect Personal Data processed on behalf of the data controller against misuse and loss in accordance with the requirements of the Applicable Laws. An overview of the technical and organizational measures agreed at the time of signature of this DPA between the Parties has been attached as Annex II of the Appendix to this DPA. BlackBerry may change the technical and organizational measures implemented to adequately protect Personal Data as long as such changes will not materially decrease the overall security of the BlackBerry Solutions;

- 3.3 To ensure that any personnel entrusted with the processing of Personal Data and Subprocessors are made aware of their obligations under this DPA with regard to the security and protection of the Personal Data in order to maintain the levels of security and protection provided for in this DPA;
- 3.4 To ensure that any personnel entrusted with the processing of Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 3.5 Not to divulge the Personal Data whether directly or indirectly to any person, firm or company or otherwise without the express prior written consent of the data controller except to those of its personnel and Subprocessors entrusted with the processing of Personal Data that are subject to the obligations referred to in sections 3.3 or 3.4, or except as may be required by any law or regulation applicable to BlackBerry, its personnel or Subprocessors;
- 3.6 That it will notify the data controller in writing and without undue delay about:
  - (a) A Personal Data Breach. Such notification shall include, taking into account the nature of the processing and the information available to BlackBerry, information relevant to assist the data controller in ensuring compliance with its own notification obligations under Applicable Laws. In so far as it is not possible to provide the relevant information at the same time, BlackBerry may provide the information in phases without further undue delay;
  - (b) Any request received directly from a data subject without responding to that request, unless BlackBerry has been otherwise authorized to do so in writing by the data controller;
- 3.7 Taking into account the nature of the processing and at the cost of the data controller, to reasonably assist the data controller by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfilment of the data controller's obligation to respond to requests for exercising the data subject's rights laid down by Applicable Laws;
- 3.8 At the cost of the data controller to make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller as set forth in section 7;
- 3.9 That any processing services carried out by a Subprocessor will be carried out in accordance with section 8;
- 3.10 That BlackBerry has appointed a data protection officer to the extent this is required by Applicable Laws. BlackBerry will provide the contact details of the appointed person upon request of the data controller;
- 3.11 At the cost of the data controller to reasonably assist the data controller in ensuring compliance with the obligation to carry out data protection impact assessments and prior consultations with supervisory authorities, taking into account the nature of the processing and the information available to BlackBerry.

#### **4. OBLIGATIONS OF THE CUSTOMER**

Customer agrees and warrants that any disclosure of Personal Data made by it to BlackBerry is made with the data subject's consent or is otherwise lawful. Where authorizations, declarations of consent, or instructions are provided by Customer, these are provided not only on behalf of Customer but also on behalf of any other data controller. Where BlackBerry gives notice to Customer under this DPA, such notice is deemed received by those data controllers permitted by Customer to include Personal Data and it is Customer's responsibility to forward such notices to the relevant data controllers. If Customer provides, transmits or otherwise makes special categories of personal data (including but not limited to health or biometric data) available to BlackBerry, Customer will be responsible for notifying BlackBerry and meeting privacy and data protection obligations.

#### **5. DURATION; TERMINATION; RETURN OR DELETION OF PERSONAL DATA**

This DPA will become effective when the Parties' Underlying Agreement enters into effect into which this DPA has been incorporated. This DPA will terminate automatically upon the later of (a)

termination or expiry of BlackBerry's obligations in relation to the BlackBerry Solutions or (b) termination of processing of the Personal Data by BlackBerry. On termination of this DPA, BlackBerry shall return to the data controller or delete, at the data controller's choice, all the Personal Data processed on behalf of the data controller, unless Applicable Law requires storage of the Personal Data.

## **6. LIABILITY**

The Parties agree that the limitations of liability set forth in the Underlying Agreement apply to any violation of the provisions of this DPA or any damage which may result from BlackBerry's or any Subprocessor's non-compliance with Applicable Laws. Nothing in this section will affect the remaining terms of the Underlying Agreement relating to liability, including any specific exclusions from any limitation of liability.

## **7. AUDITS AND INFORMATION REQUESTS**

After reasonable prior notice to BlackBerry and upon joint consultation between Customer and BlackBerry, Customer may during regular business hours, without unreasonably interfering with BlackBerry's business operations, agree to appoint a third-party auditor being subject to confidentiality obligations, and who is not a competitor of BlackBerry, to carry out such audit. Before the commencement of any such on-site audit, the Parties shall mutually agree upon the scope, timing, and duration of the audit. BlackBerry shall, upon request and within a reasonable time, provide to the Customer all information which is necessary to carry out an audit of the processing governed by this DPA. BlackBerry will charge Customer for the reasonable costs incurred with respect to responding to information requests and assisting with audits.

## **8. APPOINTMENT OF SUBPROCESSORS**

- 8.1 Customer hereby consents to and generally authorizes the engagement of Subprocessor by BlackBerry. Currently, and depending on the choice of BlackBerry Solutions, BlackBerry has engaged the Subprocessor(s) set forth in Annex III of the Appendix of this DPA whose engagement is hereby authorized by Customer as well as by Customer on behalf of the data controller.
- 8.2 If a Subprocessor has logical or physical access to Personal Data, BlackBerry shall provide notification of a new Subprocessor before authorizing the new Subprocessor to process Personal Data in connection with the provision of BlackBerry Solutions. In order to exercise its right to object to BlackBerry's use of a new Subprocessor, Customer as well as Customer on behalf of the data controller shall notify BlackBerry promptly in writing within ten (10) business days after receipt of BlackBerry's notice. In the event the Customer or Customer on behalf of the data controller objects to a new Subprocessor, and that objection is duly substantiated and not unreasonable, BlackBerry will use reasonable efforts to make available a change in the BlackBerry Solutions or recommend a commercially reasonable change to the configuration or use of the BlackBerry Solutions to avoid processing of Personal Data by the contested new Subprocessor without unreasonably burdening the Customer or data controller. If BlackBerry is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, the Customer or Customer on behalf of the data controller may terminate the relevant portion(s) of the BlackBerry Solutions which cannot be provided by BlackBerry without the use of the contested new Subprocessor by providing written notice to BlackBerry. BlackBerry will refund any prepaid fees on a pro rata basis for the terminated portion(s) of the BlackBerry Solutions that were to be provided after the effective date of termination or as otherwise set forth pursuant to the termination provision within the Underlying Agreement.
- 8.3 Any such processing by a Subprocessor shall be done pursuant to a written agreement that is no less restrictive than this DPA.
- 8.4 No processing by a Subprocessor will release BlackBerry from its responsibility for its obligations under this DPA, and BlackBerry will be fully liable for the work and activities of each of its Subprocessors.

## 9. DATA TRANSFERS

- 9.1 Customer authorizes BlackBerry and its Subprocessors to make Restricted Transfers of Personal Data in accordance with this DPA and Applicable Law.
- 9.2 Customer acknowledges and agrees that, subject to compliance with Applicable Laws, BlackBerry may process Personal Data anywhere in the world where BlackBerry or its Subprocessors maintain data processing operations.
- 9.3 The Parties agree that when the transfer of Personal Data from Customer and/or its Authorized Affiliates (as “**Data Exporter**”) to BlackBerry (as “**Data Importer**”) is a Restricted Transfer and Applicable Law requires that appropriate safeguards are put in place, the Parties will be subject to the Standard Contractual Clauses in accordance with the following operative provisions for their implementation:
- (a) In relation to transfers of Customer Personal Data to which the GDPR applies, the EU SCCs shall apply as further specified below:
    - (i) The Clauses as set forth in Module Two (controller to processor) will apply only to the extent Customer is a controller and BlackBerry is a processor;
    - (ii) The Clauses as set forth in Module Three (processor to processor) will only apply to the extent Customer is a processor and BlackBerry is a subprocessor;
    - (iii) In Clause 7 of the EU SCCs, the optional docking clause will apply;
    - (iv) For the purposes of Clauses 8.1(a) and 8.8 of Modules Two and Three of the EU SCCs, section 3 of this DPA are the Data Exporter’s complete and final documented instructions at the time of signature of this DPA to the Data Importer for the processing of Personal Data and include onward transfers to third parties, including to Subprocessors, located outside the EU/EEA for the purpose of the provision of the BlackBerry Solutions. Any additional or alternate instructions must be consistent with the terms of this DPA and, if applicable, the Underlying Agreement;
    - (v) For the purposes of Clauses 8.5 and 16(d) of Modules Two and Three of the EU SCCs, the Parties agree that the certification of deletion of Personal Data shall be provided by Data Importer to the Data Exporter only upon written request;
    - (vi) For the purposes of Clause 8.6(a) of Modules Two and Three of the EU SCCs, the Data Exporter is solely responsible for making an independent determination as to whether the technical and organizational measures set forth in Annex II of the Appendix of this DPA meet its requirements. The Data Exporter agrees that at the time of signature of the DPA, having taken into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of Personal Data as well as the risks to individuals, the technical and organizational measures taken by Data Importer provide a level of security appropriate to the risk with respect to the Personal Data;
    - (vii) For the purposes of Clauses 8.9(a) to (c) of Module Two and Clauses 8.9(a) to (c) of Module Three of the EU SCCs, the Data Importer shall handle the Data Exporter’s requests for information in accordance with section 3.8 of this DPA;
    - (viii) For the purposes of Clauses 8.9(c) to (e) of Module Two and Clauses 8.9(d) to (g) of Module Three of the EU SCCs, any audit (including audits requested by the Data Exporter on instructions of the controller) shall be carried out in accordance with section 7 of this DPA;
    - (ix) For the purposes of Clause 9.a of Modules Two and Three of the EU SCCs, Option 2 shall apply. The Data Importer has the Data Exporter’s general authorization to engage Subprocessors in accordance with section 8 of this DPA. A current list of Subprocessors is attached as Annex III of the Appendix of this DPA. The Data Importer shall only inform the Data Exporter of any changes to Subprocessors following the procedure set out in section 8 of this DPA. Where the Data Importer enters into Module Three of the EU SCCs with a Subprocessor in connection with the provision of the BlackBerry Solutions, the Data Exporter

hereby grants the Data Importer authority to provide a general authorization on their behalf for the engagement of further Subprocessors by Subprocessors engaged in the provision of the BlackBerry Solutions, as well as decision-making and approval authority for the addition or replacement of any such Subprocessors. If the Data Exporter is acting as processor under this DPA, it warrants that it has the controller's full and unconditional authorization to give all authorizations required by this section to the Data Importer;

- (x) For the purposes of Clause 11.a of the EU SCCs, the option shall not apply. Subject to section 3.6(b) of this DPA, the Data Importer shall inform data subjects on its website of a contact point authorized to handle complaints. The Data Importer shall inform the Data Exporter if it receives a complaint by, or a dispute from, a data subject with respect to Personal Data in connection with the provision of the BlackBerry Solutions and shall without undue delay communicate the complaint or dispute to the Data Exporter. The Data Importer shall not have any further obligation to handle the request, unless otherwise agreed with the Data Exporter in each individual case;
- (xi) For the purposes of Clause 12 of Modules Two and Three of the EU SCCs, the following shall apply:
  - (A) The Data Importer's liability under Clause 12(a) of Modules Two and Three of the EU SCCs shall be subject to the limitations of section 6 of this DPA;
  - (B) The Data Importer's liability under Clause 12(b) of Modules Two and Three of the EU SCCs shall be limited to any damage caused by its processing where it has not complied with its obligations under the GDPR specifically directed to data processors, or where it has acted outside of or contrary to lawful instructions of the Data Exporter, as specified in Article 82(2) GDPR;
  - (C) The Data Importer shall be exempt from liability under section 9.3(a)(xi)(B) of this DPA if it proves that it is not in any way responsible for the event giving rise to the damage pursuant to Article 82(3) GDPR;
- (xii) For the purposes of Clause 13 of Modules Two and Three of the EU SCCs, the following shall apply:
  - (A) Where the Data Exporter is established in an EU member state, the supervisory authority with responsibility for ensuring compliance by the Data Exporter with the GDPR as regards the data transfer shall act as competent data protection supervisory authority;
  - (B) Where the Data Exporter is not established in an EU member state, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) GDPR, the supervisory authority of the EU member state in which the representative within the meaning of Article 27(1) GDPR is established shall act as competent data protection supervisory authority;
  - (C) Where the Data Exporter is not established in an EU member state, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) GDPR, the Irish Data Protection Authority shall act as competent data protection supervisory authority;
- (xiii) For the purposes of Clause 15.1(a) of the EU SCCs, the following shall apply:
  - (A) The Data Importer shall notify the Data Exporter (only) and not the data subject(s) in each and every case it either (α) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of Personal Data transferred pursuant to the EU SCCs, or (β) becomes aware of any direct access by public authorities to Personal Data transferred pursuant to the EU SCCs in accordance with the laws of the country of destination;

- (B) The Data Exporter shall be solely responsible for promptly notifying the data subject(s) as necessary;
  - (xiv) For the purposes of Clause 17 of Modules Two and Three of the EU SCCs, Option 1 shall apply, and the EU SCCs shall be governed by Irish law;
  - (xv) For the purposes of Clause 18(b) of Modules Two and Three of the EU SCCs, the courts of Ireland shall have exclusive jurisdiction to resolve any dispute arising from the EU SCCs; and
  - (xvi) Annexes I, II, and III of the Appendix of the EU SCCs are set forth in the Appendix of this DPA.
- (b) In relation to transfers of Customer Personal Data to which the UK GDPR applies, the EU SCCs will apply to such transfers in accordance with letter (a) above as amended by the ICO UK Addendum including the mandatory clauses set out as alternative part 2. In accordance with section 17 of the ICO UK Addendum, the Parties agree to provide the information required by part 1 of the ICO UK Addendum in the following format and as further specified in this DPA:
  - (i) The “start date” is the time of signature of Annex I to the Standard Contractual Clauses in the Appendix to this DPA;
  - (ii) “The parties” are Blackberry as the Data Importer and Customer and/or its Authorized Affiliates as the Data Exporter/s;
  - (iii) The “key contacts” are the persons specified in Annex I to the Standard Contractual Clauses in the Appendix to this DPA;
  - (iv) The “Addendum EU SCCs” are the EU SCCs as specified in accordance with letter (a) above;
  - (v) The “Appendix Information” is the information included and in Annex I and II to the Standard Contractual Clauses in the Appendix to this DPA;
  - (vi) The Data Importer and Data Exporter may end the ICO UK Addendum under the conditions set out in section 19 of the ICO UK Addendum.
- (c) In relation to transfers of Customer Personal Data protected by the Swiss DPA, the EU SCCs will also apply to such transfers in accordance with letter (a) above as further specified below:
  - (i) General and specific references in the EU SCCs to the GDPR, EU or EU member state law shall have the same meaning as the equivalent reference in the Applicable Laws of Switzerland;
  - (ii) For the purposes of Clause 13 of Modules Two and Three of the EU SCCs, the Swiss Federal Data Protection and Information Commissioner shall act as competent data protection supervisory authority insofar as the relevant data transfer is (also) governed by Swiss Applicable Laws if the Data Exporter is established in Switzerland or otherwise falls within the territorial scope of Swiss Applicable Laws;
  - (iii) For the purposes of Clause 18(b) of Modules Two and Three of the EU SCCs, the courts of Switzerland shall have exclusive jurisdiction to resolve any dispute arising from the EU SCCs as specified in this section;
  - (iv) For the purposes of Clause 18(c) of Modules Two and Three of the EU SCCs, the term “Member State” shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (i.e., Switzerland);
  - (v) In respect of data transfers governed by Applicable Laws of Switzerland, the EU SCCs also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Applicable Law of Switzerland until such laws are amended to no longer apply to a legal entity.

unless the EU SCCs as implemented above cannot be used to lawfully transfer such Personal Data in compliance with the Swiss DPA, in which event the Swiss SCCs will



instead be incorporated by reference and form an integral part of this DPA and will apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the Swiss SCCs will be populated using the information contained in the Appendix of this DPA (as applicable).

- 9.4 If BlackBerry adopts an alternative data transfer mechanism (including any new version of or successor to the Standard Contractual Clauses adopted pursuant to Applicable Laws) for the transfer of Personal Data that is not referenced in this DPA ("**Alternative Transfer Mechanism**"), the Alternative Transfer Mechanism will apply instead of any applicable transfer mechanism referenced in this DPA to the extent that such Alternative Transfer Mechanism complies with Applicable Law.
- 9.5 By entering into this DPA and signing Annex I to the Standard Contractual Clauses in Appendix 1 to this DPA, the Parties are deemed to be signing and accepting the applicable Standard Contractual Clauses, its applicable Appendices and Annexes and, for data transfers to which the UK GDPR applies, the ICO UK Addendum, which shall form an integral part of this DPA. Where Customer wishes to separately execute the Standard Contractual Clauses, its applicable Appendices and Annexes, and, for data transfers to which the UK GDPR applies, the ICO UK Addendum, Customer should also complete the information as Data Exporter and sign Annex I to III of the Appendix of this DPA.
- 9.6 The Parties agree that when the transfer of Personal Data from BlackBerry (as data exporter) to a Subprocessor (as data importer) engaged in accordance with section 8 of this DPA is a Restricted Transfer and Applicable Law requires that appropriate safeguards are put in place, BlackBerry and the Subprocessor can ensure compliance with Chapter V of the GDPR by entering into Module Three of the EU SCCs, including EU SCCs as amended in order to ensure compliance with Applicable Laws of the UK or Switzerland, or by way of adopting an Alternative Transfer Mechanism, provided the conditions for the use of the EU SCCs or the Alternative Transfer Mechanism have been met and subject to the following operative provisions for their implementation:
- (a) The Customer hereby grants BlackBerry and the Subprocessor authority to provide a general authorization on their behalf for the engagement of further Subprocessors by Subprocessors engaged in the provision of the BlackBerry Solutions, as well as decision-making and approval authority for the addition or replacement of any such Subprocessors.
  - (b) If the Customer is acting as processor under this DPA, it warrants that it has the controller's full and unconditional authorization to give all authorizations required by this section to BlackBerry and the Subprocessor.

## **10. MISCELLANEOUS PROVISIONS**

- 10.1 In case of conflict between the terms of the Underlying Agreement and the terms of this DPA, the terms of the DPA shall take precedence. In the event of any conflict or inconsistency between the above sections of this DPA and the Standard Contractual Clauses referenced therein, the latter shall prevail.
- 10.2 Amendments or additions to this DPA and its Appendix must be made in writing to be effective. This shall also apply to amendments of this written form requirement. For the purposes of this section, the written form requirement includes signature by commercially acceptable electronic means (e.g., DocuSign) but does not include faxes or any non-transitory form of visible reproduction of words (like emails).
- 10.3 Should any provision of this DPA be or become invalid, this shall not affect the validity of the remaining terms. The Parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in this DPA.
- 10.4 Any of BlackBerry's obligations arising from statutory provisions or according to a judicial or regulatory decision shall remain unaffected by this DPA.

- 10.5 This Addendum shall be governed by the same law that is governing the Underlying Agreement between the Parties, except for the Standard Contractual Clauses which shall be governed by the law applicable pursuant to Clause 17 of the Standard Contractual Clauses and section 9.3(a)(xiv) or section 9.3(b), as applicable, of this Addendum.
- 10.6 CCPA. If and to the extent that BlackBerry processes any personal information relating to an end user of Customer or an Authorized Affiliate within the scope of the CCPA, BlackBerry acts as a service provider as defined in the CCPA. Customer or Authorized Affiliate respectively discloses end user personal information to BlackBerry, if any, solely for: (i) a valid business purpose; and (ii) to permit BlackBerry to provide the BlackBerry Solutions under the Underlying Agreement. BlackBerry will not (i) sell the personal information, (ii) retain, use, or disclose the personal information for a commercial purpose other than providing the BlackBerry Solutions; or (iii) retain, use, or disclose the personal information outside of the provision of the BlackBerry Solutions to Customer or Authorized Affiliate respectively pursuant to the Underlying Agreement. Blackberry certifies and will certify throughout the term of this Addendum to comply with the provisions set forth in this Section 10.6 and all applicable obligations under the CCPA. Blackberry will immediately notify Customer in writing if it determines or reasonably suspects its inability to comply with its obligations set forth in this Section.

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Signature page follows



IN WITNESS WHEREOF, the Parties' authorized signatories have duly executed this DPA:

**Customer**

**BlackBerry**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

SAMPLE

## APPENDIX

### Annex I to the Standard Contractual Clauses

#### A. List of Parties

Data exporter(s)	Details
<b>Name:</b>	Customer, a user of the BlackBerry Solutions
<b>Address:</b>	Address as listed in the Underlying Agreement
<b>Contact person's name, position and contact details:</b>	Contact information as listed in the Underlying Agreement
<b>Activities relevant to the data transferred under these Clauses:</b>	Activities relevant are described in Part B below
<b>Role (controller/processor):</b>	Controller (or processor, if Customer is acting on behalf of another controller)

Data importer(s):	Details/Descriptions
<b>Name:</b>	BlackBerry, provider of BlackBerry Solutions
<b>Address:</b>	Address listed in the Underlying Agreement
<b>Contact person's name, position and contact details:</b>	<a href="mailto:PrivacyOffice@BlackBerry.com">PrivacyOffice@BlackBerry.com</a>
<b>Activities relevant to the data transferred under these Clauses:</b>	Activities relevant are described in Part B below
<b>Role (controller/processor):</b>	Processor (or subprocessor, if Customer is acting as processor on behalf of another controller)

#### B. Description of Transfer

##### Categories of data subjects whose personal data is transferred

The categories of data subjects whose personal data is transferred are determined solely by the Data Exporter. In the normal course of the Data Importer's BlackBerry Solutions, the categories of data subject might include (but are not limited to): the Data Exporter's personnel, customers, service providers, business partners, Affiliates, and other End Users.

##### Categories of personal data transferred

The categories of personal data transferred are determined solely by the Data Exporter. In the normal course of the Data Importer's BlackBerry Solutions, the categories of personal data transferred might include (but are not limited to): first name, last name, business title, business address, business email address, phone number, in order to deliver our requested BlackBerry Solutions.

BlackBerry's software products as part of BlackBerry Solutions process system and application data, which may include the following data, some of which may be personal data:

- End user contact information: such as first and last names, phone numbers, email addresses and mobile phone numbers, address and location (not real-time)
- Geo-location data: by default this information is collected only where the end user has explicitly accepted a location profile for a device

- Account information: such as account name, full name, local group memberships, account status, language configuration
- Endpoint network activity: such as destination IP address, destination port, process name, image path, hostname, source port / IP address
- Device information and identity: such as device's serial number, model, OS, free space, battery level, distinguished name, group membership from Active Directory, last logged in user account name

The Data Importer does not intentionally or knowingly process any special categories of personal data. However, the categories of personal data transferred are determined solely by the Data Exporter.

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

Continuous with use of the BlackBerry Solutions.

**Nature and purpose of the processing**

The provision of the BlackBerry Solutions to Customer in accordance with the Underlying Agreement.

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

To provide the BlackBerry Solutions to Customer as described in the Underlying Agreement.

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

For as long as necessary to provide the BlackBerry Solutions as described in the Underlying Agreement, as legally or contractually required, or upon receipt of Customer's written request for deletion.

**For transfers to subprocessors, also specify subject matter, nature, and duration of the processing**

The subject matter, nature and duration of the processing are specified above and in the Underlying Agreement.

## **C. Competent Supervisory Authority**

*Identify the competent supervisory authority lies in accordance with Clause 13*

Customer agrees the competent supervisory authority will be the Data Protection Commission (DPC) of Ireland.

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Signature page follows



**IN WITNESS WHEREOF**, the Parties' authorized signatories have duly executed the Standard Contractual Clauses and this Annex I to the Standard Contractual Clauses:

**Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BlackBerry**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SAMPLE

## **Annex II to the Standard Contractual Clauses**

### **Description of Technical and Organizational Measures**

BlackBerry, as a Data Importer, will implement and maintain technical and organizational security measures appropriate to safeguard the Data Importer's data against unauthorized disclosure or access. Examples of these measures are included in this Annex ("**Security Measures**"). BlackBerry may modify such Security Measures from time to time to meet evolving security and privacy requirements and provide a continuity of data protection.

#### **Information Security Policies**

- Management approves, maintains, communicates and enforces policies to provide direction and support for information security to employees and relevant external parties.

#### **Organization of Information Security**

- Maintains an information security program that designates technical and organizational measures required to protect the security, confidentiality, and integrity of Personal Data processed on behalf of Data Exporter.

#### **Human Resources Security**

- Performs background checks on employees, where permitted by local laws.
- Requires employees sign non-disclosure and code of conduct agreements as a condition of hiring.
- Requires employees to affirm compliance with code of conduct agreement annually.
- Requires employees to complete information security and privacy training upon hire and annually.
- Requires employees to be aware of and fulfill their information security responsibilities and obligations.
- Delivers regular security and privacy awareness communications and targeted awareness campaigns to create a strong privacy culture.

#### **Asset Management**

- Requires that information assets be identified, classified, and appropriate responsibilities for ensuring their protection, and establishing retention schedules are assigned.
- Requires an appropriate level of protection for information assets in accordance with their sensitivity level and importance to the organization.
- Prevents the unauthorized disclosure, modification, removal, or destruction of information stored on media.
- Requires persistent storage media be sanitized and securely disposed of based on information classification.

#### **Access Control**

- Establishes governing principles to restrict access to information and reduce the risk of unauthorized access.
- Restricts access to information, systems, and facilities on a need-to-know and job-specific (role-based) basis.
- Assigns system administrative accounts using the least-privilege necessary to support the service provided to the Data Exporter.
- Requires system administrators accounts to follow strong authentication practices.

- Logs administrative access by BlackBerry personnel necessary to manage the service and reviews anomalous activity.
- Promptly revokes access at the end of an individual's employment.

### **Cryptography**

- Restricts use of cryptographic modules to algorithms that have received substantial public review and have been proven to work effectively.
- Requires cryptographic keys be protected against modification, loss, destruction, deletion, and unauthorized disclosure.
- Follows industry standards and procedures on proper encryption for data in transit, data at rest, and key management.

### **Physical and Environmental Security**

- Establishes procedures to classify physical areas and their security requirements.
- Requires physical access controls to protect facilities from unauthorized access and safeguard against environmental hazards. Access to specific areas is restricted based on job function.
- Video surveillance is utilized for key areas within BlackBerry facilities and perimeter.
- Requires employees and contractors wear provided photo identification badges at all times while in any BlackBerry facility.
- Requires visitors receive prior approval to enter a BlackBerry facility, identify themselves using appropriate identification, register, wear visitor badges, and be always escorted by an authorized employee.

### **Operations Security**

- Establishes security requirements and operating procedures for protecting information resources, which includes change management, anti-malware, vulnerability management, log management, backup and recovery, and audit controls.
- Requires logging and monitoring of user and service activity. Reviews logs for unsuccessful logins, access violations, privileged access and anomalous activity.
- Engages third parties to conduct independent testing of systems to validate efficacy of internal processes and tools.
- Communications Security.
- Establishes security requirements and operating procedures for Data Importer's networks which includes, network segregation, firewalls, network intrusion prevention, and network threat protection systems.

### **System Acquisition, Development and Maintenance**

- Establishes security requirements and operating procedures for the acquisition, development, deployment and support of technology solutions.

### **Supplier Relationships**

- Establishes security requirements and operating procedures to conduct due diligence to evaluate third parties' information security controls and privacy practices.
- Manage third parties to ensure the agreed-upon level of information security and service delivery is maintained.



### **Information Security Incident Response**

- Establishes security incident response processes to detect, remediate and inform customers and regulatory authorities of security incidents resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

### **Information Security Aspects of Business Continuity Management**

- Develops, maintains and tests business continuity plans covering critical day-to-day business operations covering impacts to work areas, people, technology, or third parties. Conducts business impact analysis, develops business continuity strategies and plans, and provides training.
- Develops, maintains and tests recovery capabilities and procedures for critical technology services. Resiliency is designed into critical service components to ensure minimal impairment during any failure events or maintenance activities. Disaster recovery testing is done regularly using a combination of walkthroughs, simulations, and production testing.
- Maintains crisis management plans to inform and engage employees during major events. Establishes roles and responsibilities during a crisis to enable prompt response and recovery, including identification, impact assessment, escalation, root cause analysis, resolution, recovery, and post-incident review.

### **Compliance**

- Ensures Data Importer's compliance to internal policies and procedures, contractual obligations and applicable privacy, information security, and data protection laws and regulations.
- Regularly conducts internal and third-party audits of products and services against multiple industry standard security and privacy frameworks. Details of certifications are available at <https://www.blackberry.com/certifications>.

## **Supplementary Measures**

### **Technical Measures**

- Data Encryption
  - Encrypts data in transport using strongest ciphers supported by endpoint / client and the service provided to the customer.
  - Encryption algorithms are implemented according to best practices and properly maintained using software without known cryptographic vulnerabilities.
  - Encryption keys are reliably managed, including the methods used to generate, administer, store and revoke when necessary.
  - In cases where transport encryption is not sufficient to prevent attacks, sensitive data is also encrypted end-to-end on the application layer using state-of-the-art encryption methods.
  - Encryption of data backups from operational systems.
- Key Management Systems Monitoring
  - Performs logging and monitoring of key management activity, such as key generation, key renewal, key archive, key distribution, key destruction.
- Network Protection
  - Implements network firewalls on external points of connectivity in Data Importer's network.
  - Performs logging and monitoring of network activity for potential security events, including intrusion.

## **Contractual Measures**

- Commitments on handling requests from public authorities
  - Ensures all requests from public authorities are reviewed to determine applicability, legality and proper jurisdiction.
  - Ensures the Data Importer will use available legal mechanisms to scrutinize and limit demands from public authorities including the use of local counsel, international agreements and available judicial remedies.
  - Ensures that any responsive information provided to a public authority is provided all confidentiality protections afforded under applicable law, including any non-disclosure provisions or orders.
  - Ensures the Data Importer will object to requests which seek information outside the scope of the statutory limits or beyond the specific legal order and endeavor to minimize the scope of information requested.
- Assist Data Exporters in conducting a transfer impact assessment
  - Provides product and service privacy notices and security documentation to support privacy risk assessments and Article 46 GDPR transfer impact assessments by Data Exporters.
  - Cooperates with exporters to ensure a timely and thorough review of the specific circumstances of the data transfer.

## **Organizational Measures**

- Information Security practices based on International Standards
  - Maintains information security and privacy policies based on ISO standards and international best practices.
  - Maintains ISO/IEC 27001 and ISO/IEC 27018 certifications and regularly audits its practices.
- Transparency
  - Provides descriptions of Personal Data collected by BlackBerry Solutions in product privacy notices which are available on Data Importer's external web site.
- Data Minimization Measures
  - Conducts privacy reviews of products and services throughout the software development lifecycle.
  - Data collected and processed by BlackBerry is accessible only to authorized personnel.
- Training
  - Requires personnel responsible for managing access requests from public authorities receive specific training that is updated periodically to align with corporate policies, new legislative and jurisprudential developments.
  - Requires role-based training privacy training of personnel based on the privacy risks inherent in their roles and their access to personal data.

### Annex III to the Standard Contractual Clauses

The controller has authorized the use of the following Subprocessors:

Subprocessor	Data Transferred	Purpose	Location
Amazon Web Services	End user contact information and personal data collected from our agent software	Provide the service as requested by customer and outlined in the written contract	Multiple locations (Australia, Brazil, Canada, Japan, Germany, and United States)
Atlassian Jira	Business contact information and interaction record	Provide customer care and customer relationship management	United States
CenturyLink	End user contact information	Provide the service as requested by customer and outlined in the written contract	United States
Critical Start	End user contact information and personal data collected from our agent software	Provide the service as requested by customer and outlined in the written contract	United States
Equinix	End user contact information and geo-location data	Provide the service as requested by customer and outlined in the written contract	United States
Gainsight	Business contact information	Measure customer satisfaction	United States
Internap	End user contact information	Provide the service as requested by customer and outlined in the written contract	United States
Microsoft Azure	End user contact information, geolocation data, WAN IP address	Provide the service as requested by customer and outlined in the written contract	Multiple locations (Canada, The Netherlands, Singapore, China, Hong Kong, Ireland, London, Australia)
Salesforce	Business contact information and interaction record	Provide customer care and customer relationship management	United States
SendGrid	Business contact information	Provide the service as requested by customer and outlined in the written contract	United States
Talkdesk	Business contact information and interaction record	Support customers use of our products and services	United States
ZenDesk	Business contact information and support communications	Support customers use of our products and services	United States