

BLACKBERRY DATA PROCESSING ADDENDUM

THIS ADDENDUM is made

BETWEEN:

- (1) BlackBerry (as such term is defined in section 1 below)
and
- (2) _____ Vendor,
(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 Vendor entity and the BlackBerry entity identified in the applicable master agreement(s) governing use of the Vendor products and services (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 Vendor 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

In this DPA, the following expressions shall have the following meanings unless the context otherwise requires:

"Affiliate(s)" means any entity controlling, controlled by, or under common control of the subject entity. 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 the subject 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;

"Authorized Affiliate(s)" means any of BlackBerry's Affiliate(s) which (a) is subject to Applicable Laws, and (b) receives or is otherwise using Vendor products and/or services pursuant to the Underlying Agreement;

"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. as amended by the California Privacy Rights Act (**"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 Vendor's personal data processing activities are not within the scope of an Applicable Law, such law is not applicable for purposes of this DPA;

The terms **"(data) controller"**, **"data subject"**, **"personal data"** (notwithstanding the capitalized definition provided further below), **"process"**, **"processing"**, **"(data) processor"** will have the same meanings as defined by Applicable Law. If BlackBerry acts as controller under this DPA, any reference to **"(data) controller"** (or BlackBerry acting "on behalf" of such) shall be construed as directly referring to BlackBerry as controller. 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;

"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;

"EEA" means the European Economic Area;

"EU" means the European Union;

"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;

“Personal Data” means personal data Vendor processes on behalf of the data controller during the course of providing products and services to BlackBerry under this DPA;

“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;

“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;

“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;

“Subprocessor(s)” means any processor engaged by Vendor (or by any other Subprocessor of Vendor) who agrees to receive from Vendor (or from any other Subprocessor of Vendor) Personal Data exclusively intended for processing on behalf of the data controller in accordance with its instructions and the terms of the written subcontract;

“Switzerland” means the Swiss Confederation;

“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;

“UK” means the United Kingdom of Great Britain and Northern Ireland;

“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;

“Vendor” means Vendor and/or any authorized Vendor Affiliate that is a party to the Underlying Agreement and that processes Personal Data under this DPA;

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 VENDOR

2.1 This DPA, including the Standard Contractual Clauses referenced therein and the Appendix to this DPA, applies to (i) BlackBerry and (ii) its Authorized Affiliates, provided BlackBerry and the Authorized Affiliates respectively are subject to Applicable Laws.

2.2 This Addendum shall apply, in relation to the provision of Vendor products and/or services, to

2.2.1 All Personal Data sent from the date of this DPA by or on behalf of BlackBerry and its Authorized Affiliates to Vendor for processing;

2.2.2 All Personal Data accessed by Vendor on the authority of BlackBerry and its Authorized Affiliates for processing from the date of this DPA; and

2.2.3 All Personal Data otherwise received by Vendor for processing on behalf of the data controller.

2.3 The Parties acknowledge and agree that, where applicable, by executing this DPA, Vendor 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 importers in Annex I.A. of the Appendix to this DPA), thereby establishing a separate agreement between Vendor and each such Authorized Affiliate. Each Authorized Vendor Affiliate agrees to be bound by the obligations under this DPA.

2.4 Where BlackBerry acts as a controller under this DPA, BlackBerry appoints Vendor as BlackBerry’s processor,

which will not change the obligations of either BlackBerry or Vendor under this DPA.

- 2.5 Where BlackBerry acts as a processor, BlackBerry appoints Vendor as BlackBerry's subprocessor, which will not change the obligations of either BlackBerry or Vendor under this DPA.
- 2.6 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**

Vendor 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 Vendor 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, as communicated to Vendor by BlackBerry, for the processing of Personal Data. BlackBerry may communicate any additional or alternate instructions from the data controller to Vendor. Instructions orally given shall be promptly confirmed in writing by Vendor. If Vendor cannot provide such compliance for whatever reasons, it agrees to promptly notify the data controller or BlackBerry of its inability to comply. Where Vendor believes that compliance with any instructions by the data controller would result in a violation of any Applicable Laws, Vendor shall notify the data controller thereof in writing without delay;
- 3.2 That within Vendor's area of responsibility, Vendor shall structure its internal corporate organization to ensure compliance with the specific requirements of the protection of Personal Data. Vendor shall take appropriate technical and organizational measures to adequately protect the Personal Data processed on behalf of the data controller against misuse and loss in accordance with the requirements of the Applicable Laws. Vendor warrants to maintain technical and organizational measures that are appropriate to the risk and by no means any less protective than BlackBerry's technical and organizational measures which have been attached as Annex II of the Appendix to this DPA;
- 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 Vendor, its personnel or Subprocessors;
- 3.6 That it will notify the data controller in writing and without undue delay about:
- 3.6.1 A Personal Data Breach. Such notification shall contain the details of a contact point where more information can be obtained and include a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and Personal Data records concerned), its likely consequences and the measures taken or proposed to address the Personal Data Breach, including measures to mitigate its possible adverse effects as well as further information relevant to assist the data controller in ensuring compliance with its own notification obligations under Applicable Laws, taking into account the nature of the processing and the information available to Vendor. In so far as it is not possible to provide the relevant information at the same time, Vendor may provide the information in phases without further undue delay;
- 3.6.2 Any request received directly from a data subject without responding to that request, unless Vendor has been otherwise authorized to do so in writing by the data controller;
- 3.7 Taking into account the nature of the processing, to assist the data controller by appropriate technical and organizational measures, insofar as this is 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 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 Vendor has appointed a data protection officer to the extent this is required by Applicable Laws. Vendor will provide the contact details of the appointed person upon request of the data controller; and
- 3.11 To 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 Vendor.

4. OBLIGATIONS OF BLACKBERRY

BlackBerry undertakes to communicate to Vendor all authorizations, declarations of consent, or instructions of the data controller under this DPA. Where Vendor gives notice to BlackBerry, BlackBerry undertakes to forward such notices to the relevant data controllers in the orderly course of business.

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 (i) termination or expiry of Vendor's obligations in relation to the Vendor products and/or services or (ii) termination of processing of the Personal Data by Vendor. On termination of this DPA, Vendor shall delete, at the choice of the data controller or at BlackBerry's choice, all Personal Data processed on behalf of the data controller, unless and to the extent that Applicable Laws require storage of such Personal Data.

6. LIABILITY

Vendor agrees to indemnify and hold harmless BlackBerry against all third party claims and proceedings and all liability, loss, fines, reasonable costs and expenses incurred by BlackBerry as a result of a breach of this DPA or a violation of the Applicable Laws by the Vendor, its personnel and subcontractors (including Subprocessors) in the course of the Vendor's processing of Personal Data under this DPA. For the avoidance of doubt, the exclusions and limitations on liability in the Underlying Agreement, if any, shall not apply.

7. AUDITS AND INFORMATION REQUESTS

Vendor shall, upon request and within a reasonable time, provide to the data controller and to BlackBerry all information which is necessary to carry out an audit of compliance with this DPA, including through onsite audits requested by the data controller or by BlackBerry of the facilities, data centers and processing

systems used for the processing of Personal Data, which may be conducted jointly or separately by the data controller, by BlackBerry or by either Party with an independent auditor.

8. APPOINTMENT OF SUBPROCESSORS

8.1 BlackBerry undertakes to ensure that it continues to have a general authorization from the data controller to allow for the engagement of further Subprocessors engaged by Vendor set forth in Annex III of the Appendix to this DPA whose engagement is hereby authorized by BlackBerry on behalf of the data controller.

8.2 If a Subprocessor has access to Personal Data, Vendor shall provide notification of a new Subprocessor before authorizing the new Subprocessor to process Personal Data in connection with the provision of Vendor products and/or services. To exercise its right to object to Vendor's use of a new Subprocessor, BlackBerry itself, and on behalf of the data controller, shall notify Vendor promptly in writing within ten (10) business days after receipt of Vendor's notice. In the event BlackBerry or BlackBerry, as processor on behalf of the data controller objects to a new Subprocessor, and that objection is not unreasonable, Vendor will use reasonable efforts to make available a change in Vendor's products and services or recommend a commercially reasonable change to the configuration or use of Vendor products and services to avoid processing of Personal Data by the contested new Subprocessor without unreasonably burdening BlackBerry or data controller. If Vendor is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, BlackBerry or BlackBerry on behalf of the data controller may terminate the relevant portion(s) of Vendor's solutions which cannot be provided by Vendor without the use of the contested new Subprocessor by providing written notice to Vendor. Vendor will refund any prepaid fees for the terminated portion(s) of Vendor's products and/or services 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 Vendor from its responsibility for its obligations under this DPA, and Vendor will be fully liable for the work and activities of each of its Subprocessors.

9. DATA TRANSFERS

9.1 BlackBerry on behalf of the data controller authorizes Vendor and its Subprocessors to make Restricted

Transfers of Personal Data in accordance with this DPA and Applicable Law.

9.2 BlackBerry on behalf of the data controller acknowledges and agrees that, subject to compliance with Applicable Laws, Vendor may process Personal Data where Vendor or its Subprocessors maintain data processing operations. The Parties agree that when the transfer of Personal Data from BlackBerry (as “**Data Exporter**”) to Vendor (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:

9.2.1 In relation to transfers of Personal Data to which the GDPR applies, the EU SCCs shall apply as further specified below:

- (a) The Clauses as set forth in Module Two (controller to processor) shall apply only to the extent BlackBerry is a controller and Vendor is a processor;
- (b) The Clauses as set forth in Module Three (processor to processor) shall only apply to the extent BlackBerry is a processor and Vendor is a Subprocessor;
- (c) In Clause 7 of the EU SCCs, the optional docking clause shall apply;
- (d) For the purposes of Clauses 8.1(a) and 8.8 of Modules Two and Three of the EU SCCs, section 3 of this DAP are the data controllers and/or the Data Exporter’s initial 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 Vendor products and/or services. The data controller and/or the Data Exporter may provide additional or alternate instructions at any time;
- (e) 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;
- (f) 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 controller’s and/or the Data Exporter’s requests for information in accordance with section 3.8 of this DPA;

- (g) 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;
- (h) 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 controller’s and/or 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 Vendor products and/or services, the Data Exporter hereby grants on behalf of the data controller and/or by itself 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 Vendor’s products and/or services, as well as decision-making and approval authority for the addition or replacement of any such Subprocessors;
- (i) For the purposes of Clause 11.a of the EU SCCs, the option shall not apply. Subject to section 3.6.2 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 controller and/or 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 Vendor’s products and/or services and shall without undue delay communicate the complaint or dispute to the data controller and/or the Data Exporter;

- (j) For the purposes of Clause 13 of Modules Two and Three of the EU SCCs, the following shall apply:
- (1) 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;
 - (2) 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;
 - (3) 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;
- (k) For the purposes of Clause 15.1(a) of the EU SCCs, the Data Importer shall notify the Data Exporter (only) and not the data subject(s) in each and every case it either (a) 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 (b) 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;
- (l) 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;
- (m) 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
- (n) Annexes I, II, and III of the Appendix are set forth in the Appendix of this DPA.
- 9.2.2 In relation to transfers of Personal Data to which the UK GDPR applies, the EU SCCs shall apply to such transfers in accordance with section 9.2.1 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:
- (a) The “start date” is the time of signature of Annex I to the Standard Contractual Clauses in the Appendix to this DPA;
 - (b) “The parties” are BlackBerry as the Data Exporter and Vendor and/or its Authorized Affiliates as the Data Importer/s;
 - (c) The “key contacts” are the persons specified in Annex I to the Standard Contractual Clauses in the Appendix to this DPA;
 - (d) The “Addendum EU SCCs” are the EU SCCs as specified in accordance with letter (a) above;
 - (e) The “Appendix Information” is the information included in Annex I and II to the Standard Contractual Clauses in the Appendix to this DPA;
 - (f) 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.
- 9.2.3 In relation to transfers of Personal Data protected by the Swiss DPA, the EU SCCs will also apply to such transfers in accordance with section 9.2.1 above as further specified below:
- (a) 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;

- (b) 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;
- (c) 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;
- (d) 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);
- (e) 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).

- 9.3 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 Vendor 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, Vendor should also complete the information as Data Importer and sign Annex I to III of the Appendix of this DPA.

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 or Vendor'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 9.2.1(l) or 9.2.2, as applicable, of this Addendum
- 10.6 CCPA. If and to the extent that Vendor processes any personal information relating to an end user of BlackBerry, an Authorized Affiliate, or customer of BlackBerry within the scope of the CCPA, Vendor acts as a Service Provider as defined in the CCPA. BlackBerry or authorized affiliate respectively discloses end user personal information to Vendor, if any, solely for: (i) a valid business purpose; and (ii) to permit Vendor to provide the Services under the Underlying Agreement. Vendor will not (i) sell the personal information, (ii) retain, use, or disclose the personal information for a commercial purpose other than providing the Services; or (iii) retain, use, or disclose the personal information outside of the provision of the Services to BlackBerry or authorized affiliate respectively pursuant to

the Underlying Agreement. Vendor 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. Vendor will immediately notify

BlackBerry in writing if it determines or reasonably suspects its inability to comply with its obligations set forth in this section.

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

BlackBerry

Vendor

By: ^{Signed by:} Keith Bennett
11335008BB91400...

Name: Keith Bennett

Title: Authorized Signing Officer

Date: September 17, 2024

By: _____

Name: _____

Title: _____

Date: _____

EXEMPLAR

APPENDIX**Annex I to the Standard Contractual Clauses****A. LIST OF PARTIES**

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

Data importer(s):	Details/Descriptions
Name:	Vendor, provider of vendor Services
Address:	Address listed in the Underlying Agreement
Contact person's name, position and contact details:	Contact information as listed in the Underlying Agreement
Activities relevant to the data transferred under these Clauses:	Activities relevant are described in section B below
Role (controller/processor):	Processor (or subprocessor, if BlackBerry is acting as processor on behalf of a customer of BlackBerry as controller)

B. DESCRIPTION OF TRANSFER**Categories of data subjects whose personal data is transferred**

The categories of data subjects to whom the personal data relates are:

Categories of personal data transferred

The categories of personal data to be processed are:

The special categories of personal data to be processed (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, purpose limitation, access restrictions, keeping a record of access to the data, restrictions for onward transfers, or additional security measures) for each category of personal data are:

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

Continuous with use of the vendor services.

Nature and purpose of the processing

The provision of the vendor products or services to BlackBerry in accordance with the Underlying Agreement.

Purpose(s) of the data transfer and further processing

To provide the vendor products or services to BlackBerry 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 vendor products or services as described in the Underlying Agreement, as legally or contractually required, or upon receipt of BlackBerry'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

The Parties agree the competent supervisory authority will be the Data Protection Commission (DPC) of Ireland.

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

BlackBerry

Vendor

Signed by:
 By: Keith Bennett
11335008BB91400...
 Name: Keith Bennett
 Title: Authorized Signing Officer
 Date: September 17, 2024

By: _____
 Name: _____
 Title: _____
 Date: _____

Annex II to the Standard Contractual Clauses**TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

Vendor, as a Data Importer, will implement and maintain technical and organizational security measures appropriate to safeguard the Data Exporter's data against unauthorized disclosure or access. BlackBerry's required measures are listed at <https://www.blackberry.com/us/en/pdfviewer?file=/content/dam/bbcomv4/blackberry-com/en/legal/security/information-security-requirements.pdf> and incorporated into this Schedule ("Security Measures") and Vendor agrees and warrants to having implemented at a minimum the same or similar protections. Any additional technical and organization measures are listed below:

EXEMPLAR

Annex III to the Standard Contractual Clauses

Below is a list of the Contracted Processors of Vendor as of the Effective Date of the DPA:

Subprocessor	Category of Data Subject	Types of Personal Data Processed	Description/Purpose of Processing

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