

Data Processing Agreement

This Data Processing Agreement, including its annexes and the Standard Contractual Clauses ("DPA"), forms a part of the Agreement and shall apply where the provision of Boomi services ("Services") by Boomi, LP or its Affiliates ("Boomi") to Customer involves the processing of Personal Data (as defined below) which is subject to Privacy Laws and Boomi acts as Processor on behalf of the Customer. This DPA does not apply where Boomi is the Controller.

By signing this DPA or executing an Agreement that explicitly states that this DPA is incorporated into the Agreement by reference, Customer enters into this DPA on behalf of itself and, to the extent required under Privacy Laws, in the name and on behalf of any Affiliates who are authorized to use the Services and have not signed their own separate Agreement with Boomi. If you are entering into this DPA on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or legal entity to this DPA. All capitalized terms not defined in this DPA shall have the meaning set forth in the Agreement.

1. **Definitions.** Terms not defined have the meanings set forth in the Agreement. The following words in this DPA have the following meanings:

1.1 "Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity. "Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests (as measured on a fully-diluted basis) then outstanding of the entity in question. The term "Controlled" will be construed accordingly. For the purposes of Boomi, Affiliates shall mean Boomi, LP and Boomi, LP's and Boomi UK Holdings Ltd and its direct and indirect subsidiaries.

1.2 "Agreement" means the agreement between Customer and Boomi for the provision of the Services to the Customer.

1.3 "Controller" means an entity which, alone or jointly with others, determines the purposes and means of the processing of the Personal Data.

1.4 "Europe" means for the purposes of this DPA the European Economic Area ("EEA"), United Kingdom ("UK") and Switzerland.

1.5 "GDPR" means the General Data Protection Regulation (EU) 2016/679.

1.6 "Personal Data" means any information relating to an identified or identifiable natural person which Boomi processes in the performance of the Agreement as a Processor.

1.7 "Personal Data Breach" means a material breach of Boomi's security obligations leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed under this DPA. A Personal Data Breach shall not include an unsuccessful attempt or activity that does not compromise the security of the Personal Data, including (without limitation) pings and other broadcast attacks of firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

1.8 "Privacy Laws" means any data protection and privacy laws and regulations applicable to Boomi's provision of the Services provided under the Agreement and this DPA including, where applicable, (a) the GDPR, (b) in respect of the UK, the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2018 (together, "UK Data Protection Laws"), (c) the Swiss Federal Data Protection Act and its implementing regulations ("Swiss DPA"), and (d) the California Consumer Privacy Act of 2018 or Cal. Civ. Code § 1798.100, et seq. ("CCPA"), in each case, as may be amended, superseded or replaced.

1.9 "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.10 "Processor" means an entity which processes the Personal Data on behalf of the Controller.

1.11 "Restricted Transfer" means: (i) where the GDPR applies, a transfer of Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to any other country which is not based on adequacy regulations pursuant to Section 17A of the Data Protection Act 2018; and (iii) where the Swiss DPA applies, a transfer of Personal Data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.

1.12 "Standard Contractual Clauses" means: (i) where the GDPR applies, the standard contractual clauses annexed to the European 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 Council ("EU SCCs"); (ii) where the UK GDPR applies, UK SCCs; and (iii) 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").

1.13 "Sub-processor" means any Processor Boomi engages (including any Boomi Affiliate) for the provision of the Services, excluding any Boomi personnel.

1.14 "UK SCCs" means the International Data Transfer Addendum to EU Standard Contractual Clauses issued by the ICO under s119A(1) of the Data Protection Act 2018, version B1.0, in force 21 March 2022, and any updates or replacements as may be issued by the ICO from time to time in accordance with S119A(1).

1.15 The terms "data subject" and "supervisory authority" shall have the meanings given to them in applicable Privacy Laws. The term Controller includes 'businesses' (as defined in the CCPA), the term data subject includes 'consumers' (as defined in the CCPA), the term processor includes 'service providers' (as defined in the CCPA), and the term Personal Data includes 'personal information' (as defined in the CCPA) to the extent the rights and obligations in this DPA apply under the CCPA.

2. Processing of Personal Data.

2.1 Roles of the Parties. Boomi may process Personal Data under the Agreement as (A) a Processor acting on behalf of the Customer as the Controller or (B) a Processor acting on behalf of another third party Controller .

2.2 Instructions. Boomi will process Personal Data in accordance with Customer's configuration and/or documented instructions. Customer agrees that this DPA, the Agreement and any subsequent statements of work or services orders, and any configurations by Customer or its authorized users, comprise Customer's complete instructions to Boomi regarding the Processing of Personal Data. The parties must agree in writing to any additional or alternate instructions, including the costs (if any) associated with complying with such instructions. Boomi is not responsible for determining if Customer's instructions are compliant with applicable law, however, if Boomi is of the opinion that a Customer instruction infringes on applicable Privacy Laws, Boomi shall notify Customer as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

2.3 Where Customer is itself a Processor of the Personal Data acting on behalf of another third party Controller (or on behalf of other intermediaries of the ultimate Controller): (i) Customer represents and warrants to Boomi that the Processing instructions and actions with respect to the Personal Data, including its appointment of Boomi as a Processor or sub-processor pursuant to this DPA, reflect and do not conflict with the instructions of such third parties; (ii) Customer agrees to serve as the sole point of contact for Boomi with regard to such third parties; (iii) Boomi need not interact directly with (including seeking authorizations directly from) any such third party (other than through the regular provision of the Services to the extent required by the Agreement); and (iv) where Boomi would (including for the purposes of the Standard Contractual Clauses) otherwise be required to provide information, assistance, co-operation or anything else to such third party, Boomi may provide it solely to Customer as the sole point of contact. Notwithstanding the foregoing, Boomi shall be entitled to follow the instructions of such third party with respect to the Personal Data for which they are Controller instead of Customer's if Boomi's reasonably believes this is legally required in the circumstances.

2.4 Details of Processing. Details of the subject matter of the Processing, its duration, nature and purpose and the type of Personal Data and data subjects are as specified in the Agreement and set out in Annex 2 to this DPA.

2.5 Compliance. Customer and Boomi agree to comply with their respective obligations under Privacy Laws applicable to the Personal Data that is Processed in connection with the Services. Customer has sole responsibility for complying with Privacy Laws regarding the lawfulness of the Processing of Personal Data prior to disclosing, transferring, transmitting through or otherwise making available, any Personal Data to Boomi.

2.6 Customer Controls. Customer understands that if Customer configures Boomi Services to move data from one point to another, that Customer is responsible to ensure that Customer is rightfully integrating data among connected systems, whether Customer transmits data outside of a particular cloud or system, outside of a particular geography, or otherwise. Customers are responsible to set applicable purge data settings and to configure Boomi Services in a manner that best fits Customer's security needs. Taking into account the nature of the Processing, Customer agrees that it is unlikely that Boomi would become aware of Customer data processed by Boomi is inaccurate or outdated. To the extent Boomi becomes aware of such inaccurate or outdated data, Boomi will inform the Customer.

3. Sub-processors.

1.1 Authorization. Customer provides a general authorization for Boomi to appoint Sub-processors to process the Personal Data, including those Sub-processors listed at <https://boomi.com/legal/sub-processors/> ("Sub-processor List").

3.1 Boomi's Sub-processor Obligations. Boomi shall put in place a contract in writing with each Sub-processor that imposes obligations that are: (a) relevant to the services Sub-processors are to provide and (b) materially similar to the

rights and/or obligations imposed on Boomi under this DPA. Where a Sub-processor fails to fulfill its data protection obligations as specified above, Boomi shall be liable to the Customer for any breach of this DPA or the Agreement that is caused by an act, error or omission of such Sub-processor to the extent Boomi would have been liable for such act, error or omission had it been caused by Boomi.

3.2 Sub-processor changes. Prior to the addition of any new Sub-processor, Boomi shall provide notice to Customer, which may include updating the Sub-processor List, not less than 10 calendar days prior to the date on which the Sub-processor shall commence processing the Personal Data. Boomi will provide a mechanism for Customer to register to receive notifications of changes to the Sub-processor List (which may include without limitation the provision of an RSS feed).

3.3 Sub-processor Objections. Customer may reasonably object on data protection grounds to Boomi's use of a new Sub-processor by notifying Boomi in writing within 10 calendar days after notice has been provided by Boomi. In the event of Customer's timely objection on such reasonable grounds relating to data protection, Boomi will: (i) work with Customer to address Customer's objections to its reasonable satisfaction; (ii) instruct the Sub-processor to not process the Personal Data; provided that Customer acknowledges this may result in new or improved feature not being available to Customer; or (iii) notify Customer of its option to terminate this DPA and the Agreement with respect only to those Services which cannot be provided by Boomi without the use of the objected-to new Sub-processor. Customer shall have 14 calendar days in which to exercise its option to terminate the Agreement after receiving notice of a right to terminate. If Customer timely exercises its right to terminate, Boomi will provide Customer with a pro rata reimbursement of any prepaid, but unused, fees relating to the affected Services as of the date Customer notifies Boomi of its choice to exercise such right.

4. Security

4.1 Technical and Organisational Measures. Taking into account industry standards, the costs of implementation, the nature, scope, context and purposes of the Processing and any other relevant circumstances relating to the Processing of the Personal Data on Boomi systems, Boomi shall implement appropriate technical and organizational security measures to ensure that the security, confidentiality, integrity, availability and resilience of processing systems and services involved in the Processing of the Personal Data are commensurate with the risk in respect of such Personal Data. The parties agree that the technical and organisational security measures described in Annex 1 ("Information Security Measures") provide an appropriate level of security for the protection of Personal Data. Customer must review the Information Security Measures prior to providing Boomi with access to the Personal Data to determine that the Security Measures meet the Customer's requirements and obligations under Privacy Laws.

4.2 Technical Progress. The Information Security Measures are subject to technical progress and development and Boomi may modify these provided that such modifications do not degrade the overall security of the Services Boomi provides under the Agreement.

4.3 Access. Boomi shall ensure that persons authorized to access the Personal Data (a) commit themselves to confidentiality or are under an appropriate obligation of confidentiality, and (b) access the Personal Data only upon instructions from Boomi, unless required to do so by applicable law.

5. **Personal Data Breach**. Boomi will notify the Customer without undue delay after becoming aware of a Personal Data Breach in relation to the Services Boomi provides under the Agreement and will use reasonable efforts to assist the Customer in mitigating, where possible, the adverse effects of any Personal Data Breach.

6. International Transfers

6.1 Location of Processing. Customer acknowledges that Boomi and its Sub-processors may maintain data processing operations in countries that are outside of the country in which the Services are deployed, including the United States and other locations in which Boomi or its Sub-processors maintain data processing operations as more particularly described in the Sub-processor List. Boomi shall ensure that such transfers are made in compliance with Privacy Laws and this DPA.

6.2 Transfer Mechanism. The parties agree that when the transfer of Personal Data from Customer (as "data exporter") to Boomi (as "data importer") is a Restricted Transfer and Privacy Laws require that appropriate safeguards are put in place, such transfer shall be subject to the appropriate Standard Contractual Clauses, which shall be deemed incorporated into and form part of this DPA, as further specified in Annex 3 to this DPA.

7. **Deletion of Personal Data**. Upon termination of the Services (for any reason) and if Customer requests in writing, Boomi shall as soon as reasonably practicable, return or delete the Personal Data on Boomi systems, except to the extent retention is permitted by applicable law. In such event, Boomi will (i) to the extent practical, isolate such data; and (ii) protect such data from any further processing, except to the extent permitted by applicable law. Boomi may defer the deletion of the Personal Data to the extent and for the duration that any Personal Data or copies thereof cannot reasonably and practically be expunged from Boomi's systems. The provisions of this DPA shall continue to apply for retention of such Personal Data. Boomi reserves the right to charge Customer for any reasonable, incremental

costs or expenses Boomi incurs in deleting the Personal Data pursuant to this clause beyond deletions that occur based on customer settings in the ordinary course of business.

8. Cooperation.

8.1 Data Subject Requests. Boomi shall promptly inform Customer of any requests received by Boomi from individuals exercising their data subject rights under Privacy Laws. Customer is responsible for responding to such requests. Boomi will reasonably assist Customer to respond to data subject requests to the extent that Customer is unable to access the relevant Personal Data in the use of the Services. Boomi reserves the right to charge Customer for such assistance if the cost of assisting exceeds a nominal amount.

8.2 Third Party Requests. If Boomi receives any requests from third parties or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Boomi is subject, relating to the Processing of Personal Data under the Agreement, Boomi will promptly redirect the request to the Customer. Boomi will not respond to such requests without Customer's prior authorisation unless legally compelled to do so. Boomi will, unless legally prohibited from doing so, inform the Customer in advance of making any disclosure of Personal Data and will reasonably cooperate with Customer to limit the scope of such disclosure to what is legally required.

8.3 Privacy Impact Assessment and Prior Consultation. To the extent Privacy Laws require, Boomi shall provide reasonable assistance to Customer to carry out a data protection impact assessment in relation to the Processing of Personal Data undertaken and/or any required prior consultation(s) with supervisory authorities. Boomi reserves the right to charge Customer a reasonable fee for the provision of such assistance.

9. Demonstrating Compliance.

9.1 Boomi shall, upon reasonable prior written request from Customer (such request to be made in accordance with the terms of the Agreement and not more frequently than once in any 12-month period), provide to Customer such information as may be reasonably necessary to demonstrate compliance with Boomi's obligations under this DPA.

10. **CCPA.** If Boomi is Processing Personal Data within the scope of the CCPA, Boomi will Process Personal Data on behalf of Customer and will not retain, use, or disclose that Personal Data for any purpose other than for the purposes set out in the Agreement and/or this DPA and as permitted under the CCPA. In no event will Boomi sell any Personal Data.

11. **Liability and Costs.** Neither Boomi nor any Sub-processor shall be liable for any claim Customer or any third party brings arising from any action or omission by Boomi and/or Sub-processors to the extent such action or omission resulted from compliance with Customer's instructions or security practices, policies or processes. To the extent that such liability may not be limited as a matter of law, nothing herein limits any party's liability.

12. General.

12.1 The parties agree that this DPA shall replace any existing DPA (including, as applicable, the Standard Contractual Clauses) the parties may have previously entered into in connection with the Services.

12.2 In no event does this DPA restrict or limit the rights of any data subject or of any competent supervisory authority.

12.3 If any part of this DPA is held unenforceable, the validity of all remaining parts will not be affected.

12.4 In the event of any conflict between this DPA and any data privacy provisions set out in any agreements between the parties relating to the Services, the parties agree that the terms of this DPA shall prevail. If and to the extent the Standard Contractual Clauses conflict with any provision of this DPA, the Standard Contractual Clauses control and take precedence. The rights and obligations afforded by the Standard Contractual Clauses will be exercised in accordance with this DPA, unless stated otherwise.

12.5 Notwithstanding anything to the contrary in the Agreement or this DPA, each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA (including all annexes hereto), or any agreement, whether in contract, tort or under any other theory of liability, shall remain subject to the limitation of liability section of the Agreement and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and this DPA, including all annexes hereto. Customer agrees that any regulatory penalties incurred by Boomi that arise in connection with Customer's failure to comply with its obligations under this DPA or any laws or regulations including Privacy Laws shall reduce Boomi's liability under the Agreement as if such penalties were liabilities to the Customer under the Agreement.

12.6 This DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Privacy Laws or the Standard Contractual Clauses.

Annex 1

Information Security Measures

Boomi takes information security seriously.

A. The Security Schedule set out at www.boomi.com/secschedule identifies a description of the technical, administrative and organizational security measures (the "Security Practices") employed by Boomi for the protection of Customer data, including Personal Data submitted by Customer to the applicable Boomi Services. These Security Practices are subject to technical progress and development and Boomi may modify these provided that such modifications do not degrade the overall security of the Services Boomi provides under the Agreement.

B. The following provides information regarding Boomi's Security Practices, and will serve (where required) together with the Security Practices, as Annex II to the EU SCCs. As Such practices are subject to technical progress and development and Boomi may modify these provided that such modifications do not degrade the overall security of the Services Boomi provides under the Agreement.

1. Measures of pseudonymisation and encryption of personal data

See Annex 1 of the DPA and Boomi's [Security Schedule](#) for details regarding encryption.

For the Boomi Services, (a) the databases that store Customer data are encrypted using the Advanced Encryption Standard (AES 256-bit) and (b) Customer data is encrypted when in transit using TLS v1.2 or higher. Customer data is encrypted between AtomSphere and customer endpoints by choosing a connector that supports encryption. t.

2. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

The hosting infrastructure for the AtomSphere services (a) spans multiple availability zones (AZs) in a geographic region, physically separated from one another and (b) is able to detect and route around issues experienced by a single AZ in real time. Boomi also maintains secondary clouds in geographically diverse regions.

If an entire region became unavailable, Boomi would initiate disaster recovery (DR) processes to ensure continued processing.

3. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Boomi is configured for high availability (HA). Boomi performs annual disaster recovery (DR) testing to ensure data and be quickly restored in the event of a physical or technical incident. Customer is responsible for availability and DR of processed business data for all on-premises runtime deployments. See also Section 11 (Business Continuity and Disaster Recovery) of Boomi's [Security DPA](#)

4. Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Boomi has implemented and maintains Security Practices that are designed to ensure the ongoing confidentiality, integrity, availability, and resilience of information and processing systems. Boomi's dedicated security staff, led by Boomi's CISO, perform regular vulnerability assessments. Processing systems are hardened and audited. Security patches are deployed to processing systems every 30 days. Boomi hires an independent 3rd party to perform annual penetration testing. Boomi has a continuous bug bounty program. Our certifications are set out at www.boomi.com/compliance. See Section 1 (Security Practices and Procedures), 6 (Infrastructure Development and Maintenance), Section 8 (Compliance and Trust), Section 12 (Compliance) of Boomi's [Security Schedule](#)

5. Measures for user identification and authorisation

All Boomi staff with access to processing systems have a unique user ID and must authenticate using multi-factor authentication. Role based access control (RBOC) is configured so that users only have access to data they would need to support the processing systems and services. Boomi performs quarterly access reviews of cloud administrator access. Cloud administrators that change roles or leave the company have access revoked .

See Section 5 (Access Controls) of Boomi's [Security Schedule](#)

6. Measures for the protection of data during transmission

See Annex 1 of the DPA and Boomi's [Security Schedule](#) for details regarding encryption. All data processing points are encrypted in transit using TLS v1.2 or higher.

7. Measures for the protection of data during storage

See Annex 1 of the DPA and Boomi's [Security Schedule](#) for details regarding encryption. All data at rest is encrypted using AES 256 bit.

8. *Measures for ensuring physical security of locations at which personal data are processed*

Boomi's processing system, the Atom, can (at the customer option) be hosted by Boomi or by the customer on-premises (either their own storage or chosen cloud storage). For MCS – the Atom may be hosted (by Boomi) at Sub-processor(s) shown at Boomi's Sub-processor list as set out in the Documentation or a specific order form ("**Hosting Vendors**"). These Hosting Vendors, inherit the physical and environmental security controls. Boomi reviews hosting vendor SOC 2 audit documents annually to ensure there are no documented control failures.

See Section 10 (Corporate and Physical Security) of Boomi's [Security Schedule](#) and the [Documentation](#).

9. *Measures for ensuring events logging*

AtomSphere forwards network, application and security logs to a central log repository to ensure events can be reviewed as needed. Logs are stored as set out in the Documentation

10. *Measures for ensuring system configuration, including default configuration*

AtomSphere RedHat Enterprise (RHEL) notes configured and hardened using the Center for Internet Security (CIS) RHEL Level 1 standards. Boomi scans these processing systems monthly to ensure there are no configuration changes. Boomi performs container security scans using AWS ECR. Non-compliant container configurations cannot be deployed to production without remediation.

11. *Measures for internal IT and IT security governance and management*

Boomi has CIO and CISO leaders and teams dedicated to IT and Security governance and management.

Section 2 (Organizational Security, Risk Management and Incident Response) of Boomi's [Security Schedule](#)

12. *Measures for certification/assurance of processes and products*

See www.boomi.com/compliance (or any successor URL) or ask Boomi for detailed Boomi certifications. See also Section 1 Security Practices and Procedures, 6 Infrastructure Development and Maintenance, Section 8 (Compliance and Trust, Section 12 Compliance) of Boomi's [Security Schedule](#).

13. *Measures for ensuring data minimisation*

AtomSphere services only collects and stores the minimal configuration data necessary to provide the processing services. Boomi's Services only collects the data customers choose to process.

More information about how Boomi processes personal data is set forth in the Privacy Policy available at <https://boomi.com/privacy/non-us/>

14. *Measures for ensuring data quality*

More information about how Boomi processes personal data is set forth in the Privacy Policy available at <https://boomi.com/privacy/non-us/>

15. *Measures for ensuring limited data retention*

Boomi does not control data retention for Customer on-premises runtimes. For Customers that deploy on a Boomi managed runtime, Customer data is deleted based on the particular service offering. However, unless otherwise set out in the Agreement or ordered by a court, Boomi shall delete this data within 90 days of contract termination. For certain products, retention periods can be altered / reduced by Customer.

16. *Measures for ensuring accountability*

More information about how Boomi processes personal data is set forth in the Privacy Policy available at <https://boomi.com/privacy/non-us/>

17. *Measures for allowing data portability and ensuring erasure*

Processed Integration data cannot be ported, however, the data permanently resides at the endpoint and is deleted from public Atom clouds in 14 days or less. Customers can choose to port (export) Hub data at any time. Platform configuration data cannot be ported (exported). Platform configuration data is never erased. SFDC CRM data is never erased.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

Where Boomi engages a sub-processor (in accordance with the DPA) Boomi and the sub-processor enter into an agreement with data protection obligations substantially similar to those contained in the DPA. Each of these

sub-processor agreements ensures that Boomi is able to meet its obligations to Customer. In addition to implementing technical and organizational measures to protect personal data, sub-processors must (a) notify Boomi in the event of a Personal Data Breach so we may notify Customer; (b) delete personal data when instructed by Boomi in accordance with Customer's instructions Boomi; or (c) process personal data in a manner which conflicts with Customer's instructions to Boomi. Where a sub-processor engages a further sub-processor such engagement must be in line with the requirements set out above and the DPA.

Annex 2

Data Transfer/Processing Description

1. Subject matter and nature of the Processing.

Boomi will Process Personal Data for the subject matter specified under the Agreement and as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Service. In particular, the subject matter is determined by the Service to which Customer subscribes and the data which Customer uploads to the Service.

2. Purpose of the Transfer and Further Processing.

Personal Data will be Processed for the purpose of providing Services, as subscribed by the Customer, as further specified in the Documentation, including the selected service levels and support options. The Agreement and the relevant service descriptions and statements of work shall apply for the specifics and possible additional services.

3. Duration of the Processing.

The duration is until the termination of the Agreement in accordance with its terms plus the period from the expiry of the Agreement until deletion of the Personal Data by Boomi in accordance with the terms of the Agreement and this DPA.

4. Categories of Data Subjects.

The data subjects are Customer's end users, employees, contractors, suppliers and other third parties relevant to the Services.

5. Types of Personal Data.

The type of personal data that may be submitted by the Customer is determined and controlled by Customer in its sole discretion and may include, but are not limited to the following categories of personal data: name, address, email address, telephone, fax, other contact details, emergency contact details, associated local time zone information.

Annex 3

International Transfers

1. Standard Contractual Clause

1.1 Applicable Modules

A. In relation to transfers of Personal Data protected by the GDPR, to the extent that the Customer is a Controller of the Personal Data processed by Boomi, Module Two (Controller to Processor) of the EU SCCs will apply as set out below.

B. In relation to transfers of Personal Data protected by the GDPR, to the extent that the Customer is a Processor of the Personal Data processed by Boomi, Module Three (Processor to Processor) of the EU SCCs will apply as set out below.

1.2 Optional Provisions and Annexes

A. in Clause 7, the optional docking clause will apply;

B. in Clause 9, Option 2 will apply and the time period for prior notice of Sub-processor changes will be as set forth in Section 3.3 of this DPA;

C. in Clause 11, the optional language will not apply;

D. in Clause 17, Option 1 shall apply, and the EU SCCs will be governed by Irish law;

E. Under Clause 18(b) of the Standard Contractual Clauses, disputes arising from the Standard Contractual Clauses will be resolved before the courts of Ireland;

F. in Annex I, Part A shall be completed as follows:

(i) Data Exporter

Name	Customer details as per Order Form or Master Service Agreement
Address:	Customer details as per Order Form or Master Service Agreement
Contact person's name, position and contact details:	Customer details as per Order Form or Master Service Agreement
Role	Controller or Processor

(ii) Data Importer

Name	Boomi, LP
Address:	1400 Liberty Ridge Drive, Chesterbrook, PA 19087 United States
Contact person's name, position and contact details:	Conor Swaine, Global Privacy Lead privacy@boomi.com
Role	Processor

G. in Annex I, Part A shall be completed as follows:

i. Categories of data subjects and Personal Data: are as set out in Annex 2

ii. *Frequency of transfer: The transfers occur on a semi-continuous basis, as set out in the Documentation, due to the Customer's usage on the Boomi Services. Such data is transferred as part of and in order to provide the Boomi Services.*

iii. *Subject matter and nature of Processing: are as set out in Annex 2*

iv. *Purpose of the transfer and further Processing: are as set out in Annex 2*

v. *Period of retention: Personal data, shall be retained for the duration of the provision of the Services as set out in the Documentation. Deletion shall be as set out in the DPA.*

vi. *Duration of Processing: as set out in Annex 2*

H. In Annex I, Part C shall be completed as follows:

The competent supervisor authority shall be Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

I. Subject to Section 4.1 of the DPA, Annex II of the EU SCCs shall be deemed completed with the information set out in Annex 1 to the DPA.

2. Switzerland. In relation to transfers of Personal Data subject to the Swiss DPA, Boomi agrees to process such Personal Data in compliance with the EU SCCs, which are incorporated herein in full by reference and form an integral part of the DPA in accordance with this Annex 2 and the following modifications: (i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA; (ii) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA (as applicable); (iii) references to "EU", "Union" and "Member State" shall be replaced with references to "Switzerland"; (iv) Clause 13(a) and Part C of Annex I shall not be used and the "competent supervisory authority" shall be the Swiss Federal Data Protection Information Commissioner (as applicable); (v) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Swiss Federal Data Protection Information Commissioner" and "applicable courts of Switzerland" (as applicable); (vi) in Clause 17, the Standard Contractual Clauses shall be governed by the laws of Switzerland (as applicable); and (vii) in Clause 18(b), disputes shall be resolved before the courts of Switzerland.

3. UK SCCs. In relation to transfers of Personal Data subject to UK GDPR, where transfer of Personal Data from the UK to countries outside the UK (which are not subject to an adequacy decision under UK GDPR) the UK SCCs shall apply. The UK SCCs shall be deemed entered into (and incorporated into this DPA), and completed as follows:

(i) In Table 1 (Parties): the relevant information is set out in Section 1.2 F of this Annex

(ii) In Table 2 (Selected SCCs, Modules and Selected Clauses): the relevant information relating to the Modules of the Standard Contractual Clauses is set out in Section 1.1 of this Annex

(iii) In Table 3 (Appendix Information):

A. the list of Parties is set out in Section 1.2 F of this Annex.

B. The description of the transfer is set out in Annex 2.

C. The relevant information is set out in Annex 1 (Information Security Measures).

D. The list of Sub-processors is located at www.boomi.com/legal/sub-processors

(iv) In Table 4: both the Importer and/or the Exporter may end the UK SCC in accordance with the terms set out in the UK SCCs

4. Conflict. To the extent there is any conflict or inconsistency between the Standard Contractual Clauses or UK SCCs and any other terms in this DPA, the Agreement, the provisions of the Standard Contractual Clauses or UK SCCs, as applicable, will prevail.

5. Alternative Transfer Mechanism. It is not the intention of either party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses and, accordingly, if and to the extent the Standard Contractual Clauses conflict with any provision of the Agreement (including this DPA), the Standard Contractual Clauses shall prevail to the extent of such conflict. The terms of the Standard Contractual Clauses shall not apply where and to the extent that Boomi adopts an alternative data export mechanism that is recognized by the relevant authorities or courts as providing an adequate level of protection or appropriate safeguards for Personal Data ("Alternative Transfer Mechanism"). The Alternative Transfer Mechanism shall automatically apply instead of any applicable transfer mechanism described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with Privacy Laws applicable to the UK and Europe and extends to territories to which Personal Data is transferred) and Customer agrees to execute such other and further documents and take such other and further actions as may be reasonably necessary to give legal effect such Alternative Transfer Mechanism (as applicable).