# Customer Data Transfer Addendum

**This DPA version is for information purposes only and is not valid for execution. Any executed copies received shall not be binding. Customers wishing to execute a Boomi Data Transfer Agreement must do so using via our website at www.boomi.to/scc_selfservice**

This Customer Data Transfer Addendum, including its annexes and the Standard Contractual Clauses, (the "**DTA**") to the Agreement (defined below) is entered into between Boomi, LP ("**Boomi**") acting on behalf of itself and its Affiliates and Customer (identified in the execution block below), and shall be effective on the Effective Date (defined below). For the purposes of this DTA only, and except where indicated otherwise, the term "Boomi" shall include Boomi and its Affiliates.

## Recitals

(A) Customer has entered into one or more purchase orders, contracts and/or agreements with Boomi (the "**Agreement**") pursuant to which Boomi has agreed to provide certain services to Customer ("**Services**").

(B) In providing the Services, Boomi may Process Personal Data controlled by Customer and/or its customers, contacts or partners ("**Third Party Controllers**")

(C) The parties now wish to amend the Agreement to comply with additional requirements related to data transfers by incorporating this DTA to ensure that the transfer of Personal Data by Customer to Boomi complies with European Privacy Laws.

## Agreed Terms

In consideration of the mutual promises set out in this DTA, the parties hereby agree as follows:

1. In this DTA:

   a) Capitalized terms used but not defined in this DTA shall have the meanings given to them by the Agreement.

   b) "**Affiliate**" means any entity that is directly or indirectly controlled by, controlling or under common control with an entity; or in the case of Boomi: Boomi and Boomi UK Holdings Ltd their direct and indirect subsidiaries. "**Control**" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

   c) "**Covered Data**" means, in any form or format, all Personal Data and other Confidential Information that is Processed by Boomi or its Subprocessors on behalf of Customer in connection with the Agreement.

   d) "**Europe**" means for the purposes of this DTA, the member states of the European Economic Area and its Member States ("**EEA**"), the United Kingdom ("**UK**") and Switzerland.

   e) "**European Privacy Laws**" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); (iii) any national data protection laws made under or pursuant to (i) or (ii); (iv) the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance ("**Swiss DPA**"); and (v) the GDPR as it forms part of UK law by virtue of section 3 of the UK European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018 (together, **"UK Privacy Laws"**); in each case, as may be amended, superseded or replaced from time to time.

   f) "**Effective Date**" means the date of the last signature to this DTA.

   g) "**Standard Contractual Clauses**" means: (i) where the GDPR applies, the standard contractual clauses adopted by the European Commission in its Implementing Decision (EU) 2021/91 of 4 June 2021 (the "**EU SCCs**"); and (ii) where UK Privacy Laws apply, the standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR (the "**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").

   h) "**Subprocessor**" means any third party engaged directly or indirectly by Boomi which Process any Covered Data.

i) The terms “**Controller**,” “**Data Subject**”, “**Personal Data**”, “**Processor**,” “**Processing**” (or “**Process**”), and “**Supervisory Authority**” shall have the meanings given to them in European Privacy Laws or, if not defined therein, the GDPR.

2. The parties agree that this DTA shall be deemed incorporated into and form an integral part of the Agreement. This DTA shall replace any equivalent provisions in the Agreement regarding the transfer of Covered Data subject to European Privacy Laws (including any prior or existing versions of the Standard Contractual Clauses). Except as set out in this DTA, the Agreement shall continue in full force and effect.

3. Customer provides a general authorization for Boomi to appoint Subprocessors to process the Personal Data, including those Subprocessors listed at https://boomi.com/legal/sub-processors/ (“Subprocessor List”). Prior to the addition of any new Subprocessor, Boomi shall provide notice to Customer, which may include updating the Subprocessor List, not less than 10 calendar days prior to the date on which the Subprocessor shall commence processing the Personal Data. Boomi will provide a mechanism for Customer to register to receive notifications of changes to the Subprocessor List (which may include without limitation the provision of an RSS feed).

4. The parties agree that, from and including the Effective Date, where Boomi is the recipient of Covered Data that is subject to the GDPR in or to any country or recipient not recognized by the European Commission as providing an adequate level of protection for Personal Data, the EU SCCs shall be deemed incorporated by reference into and form an integral part of this DTA as follows:

   a) the “data exporter” shall be Customer and the “data importer” shall be Boomi;

   b) the Module Two (Controller to Processor) terms shall apply where Customer is a Controller and the Module Three terms shall apply where Customer is a Processor acting on behalf of Third-party Controllers;

   c) in Clause 7, the optional docking clause shall apply and entities under the control of Boomi may accede to this DTA in accordance with Clause 7;

   d) in Clause 9, Option 2 shall apply and the time period for notice of changes to Subprocessors shall be as agreed under the Agreement (or if the Agreement is silent, 10 days in advance);

   e) in Clause 11, the optional language shall be deleted;

   f) in Clause 17, Option 1 shall apply and the EU SCCs shall be governed by Irish law;

   g) in Clause 18(b), disputes shall be resolved before the courts of Ireland; and

   h) Annex I and Annex II of the EU SCCs shall be deemed completed with the information set out in Annex 1 and Annex 2 of this DTA respectively.

5. The parties agree that, from and including the Effective Date, where Boomi is the recipient of Covered Data that is subject to the Swiss DPA in or to any country or recipient not recognized by the Swiss authorities as providing an adequate level of protection for Personal Data, the EU SCCs shall be deemed incorporated by reference into and form an integral part of this DTA in accordance with Section 3 above and the following modifications:

   a) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA (as applicable);

   b) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA;

   c) references to "EU", "Union", "Member State" and "Member State law" shall be replaced with references to the "Switzerland", or "Swiss law" (as applicable);

   d) 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 (Switzerland);

   e) Clause 13(a) and Part C of Annex II are not used and the "competent supervisory authority" is the Swiss Federal Data Protection Information Commissioner;

   f) 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";

   g) in Clause 17, the Standard Contractual Clauses shall be governed by the laws of Switzerland; and

   h) in Clause 18(b), disputes shall be resolved before the applicable courts of Switzerland (as applicable);

6. To extent that and for so long as the Standard Contractual Clauses as implemented in accordance with Section 4 above cannot be relied on to lawfully Process Covered Data in compliance with the Swiss DPA and the Swiss shall be incorporated by reference, and the annexes, appendices or tables of such clauses shall be deemed populated with the relevant information set out in Annex 1 and Annex 2 of this DTA.

7. UK SCCS

   a) 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 SCC sshall be deemed entered into (and incorporated into this DPA), and completed as follows:

   b) In Table 1 (Parties): the relevant information is set out in Section 1A of Annex 1

   c) 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 3 of this Annex

   d) In Table 3 (Appendix Information):

      i. the list of Parties is set out in Section 1A of Annex 1.

      ii. The description of the transfer is set out in Section 1B of Annex 1.

      iii. The relevant information is set out in Annex 2 (Information Security Measures).

      iv. The list of sub-processors is located a www.boomi.com/legal/sub-processors

      v. In Table 4: both the Importer and/or the Exported may end the UK SCC in accordance with the terms set out in the UK SCCs

8. The parties further acknowledge and agree that:

   a) Any consent given to Boomi by Customer in respect of Boomi's engagement of Subprocessors prior to the Effective Date shall be deemed valid consent for the purposes of the applicable provisions of the Standard Contractual Clauses, and any provisions regarding the authorization for Subprocessors in the Agreement shall remain applicable under this DTA, provided that (i) Boomi imposes substantially similar data protection terms on any Subprocessors it engages (including, for the avoidance of doubt, by incorporating the Standard Contractual Clauses); and (ii) upon Customer's request, Boomi provides to Customer any and all additional information regarding the subject matter, nature, and duration of Processing by such Subprocessors and the technical and organizational measures relating thereto;

   b) Without prejudice to the other rights of a Data Subject under the Standard Contractual Clauses, a Data Subject shall be granted the right to refer disputes under the Standard Contractual Clauses to the courts of the EEA member state in which such Data Subject resides (or, for purposes of the UK and Switzerland, the courts of England and Wales and applicable courts of Switzerland respectively).

9. 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 that any provision of this DTA or the Agreement conflicts, directly or indirectly, with the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail to the extent of such conflict.

10. 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 DTA (but only to the extent such Alternative Transfer Mechanism complies with European Privacy Laws 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).

11. This DTA and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with this DTA shall, in each case, be governed by and interpreted in accordance with the governing law specified in Annex 1 of this DTA and the parties agree to submit themselves to the jurisdiction of the courts specified in Annex 1 of this DTA.

12. Any provisions excluding or limiting either party's liability under the Agreement shall apply to the liability of each party and each party's Affiliates under this DTA except that they shall not apply to any claim made by a Data Subject under the Standard Contractual Clauses pursuant to its rights as a third-party beneficiary under the Standard Contractual Clauses.

IN WITNESS WHEREOF, the parties have caused this DTA to be executed by their authorized representatives effective as at the date both parties execute this DTA.

**Boomi, LP**

By: ________________________________

Name: _____________________________

Title: _______________________________

Date: _______________________________

**Customer**

By: ________________________________

Name: _____________________________

Title: ______________________________

Company name: _____________________

Address: ___________________________

Date: _____________________________

**Customer**

By: ________________________________

Name: _____________________________

Title: ______________________________

Company name: _____________________

Address: ___________________________

Date: _____________________________

## ANNEX 1: DESCRIPTION OF THE TRANSFER

<table>
<tr><th colspan="2">Annex 1(A): List of parties</th></tr>
<tr><td><b>Data exporter</b></td><td><b>Name of the data exporter:</b> The party identified as Customer in the execution block of the DTA.<br><b>Address:</b> The address specified in the execution block of the DTA or the Agreement.<br><b>Contact person’s name, position and contact details:</b><br>
<table>
<tr><td><b>Contact Name:</b></td><td></td></tr>
<tr><td><b>Contact Position:</b></td><td></td></tr>
<tr><td><b>Email:</b></td><td></td></tr>
</table>
<b>Activities relevant to the data transferred:</b> Transfer of Covered Data to Boomi for the purposes of providing the Services in accordance with the Agreement.<br><b>Signature and date:</b> See the execution block in this DTA.<br><b>Role (Controller/Processor):</b> Controller (for the purposes of Module Two) or Processor (for the purposes of Module Three).</td></tr>
<tr><td><b>Data importer</b></td><td><b>Name of the data importer:</b> Boomi LP ("Boomi")<br><b>Address:</b> The address provided in this DTA or the Agreement.<br><b>Contact person’s name, position and contact details:</b> Chief Compliance Officer. Privacy@boomi.com<br><b>Activities relevant to the data transferred:</b> Processing of Covered Data on behalf of Customer as necessary for the purposes of providing the Services in accordance with the Agreement<br><b>Signature and date:</b> See the execution block in this DTA<b>.</b><br><b>Role (Controller/Processor):</b> Processor (for the purposes of Module Two) or Sub-processor (for the purposes of Module Three<b>)</b>.</td></tr>
<tr><th colspan="2">Annex 1(B): Description of the transfer</th></tr>
<tr><td><b>Description of transfer</b></td><td><b>Categories of Data Subjects whose Personal Data is transferred:</b> The data subjects are Customer’s end users, employees, contractors, suppliers and other third parties relevant to the Services.<br><b>Categories of Personal Data transferred:</b> 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.<br><b>Sensitive Data transferred (if appropriate) and applied restrictions or safeguards:</b> Unless otherwise specified, Boomi does not Process special categories of data, and Customer shall not provide special categories of data, personal health information, or other similar Personal Data.<br><b>Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):</b> The transfer may occur on a continuous or one-off basis depending on the Services provided by Boomi.<br><b>Nature and subject matter of the Processing:</b> 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.<br><b>Purpose of the Processing:</b> 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<b>.</b></td></tr>
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|---|---|
| | **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 Annex.<br>**Period for which the Personal Data will be retained, or if that is not possible the criteria used to determinate that period:** Personal data, shall be retained for the duration of the provision of the Services as set out in the Documentation. |
| **Annex 1(C): Competent supervisory authority** | |
| **Competent supervisory authority** | The competent supervisory authority shall be Dutch Data Protection Authority**.** |

## ANNEX 2: SECURITY MEASURES

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

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

Boomi has implemented and will maintain the security measures identified below.

Boomi takes information security seriously. This information security overview applies to Boomi's corporate controls for safeguarding personal data which is processed and transferred amongst Boomi group companies. Boomi's information security program enables the workforce to understand their responsibilities. Some customer solutions may have alternate safeguards outlined in the statement of work as agreed with each customer.

**1.** **Security Practices**. Boomi has implemented corporate information security practices and standards that are designed to safeguard Boomi's corporate environment and to address: (a) information security; (b) system and asset management; (c) development; and (d) governance. The Boomi CIO approves these practices and standards and undergo a formal review on an annual basis.

**2.** **Organizational Security**.

2.1 It is the responsibility  individuals' across the organization to comply with these practices and standards. To facilitate the corporate adherence to these practices and standards, the function of information security provides:

A. strategy and compliance with policies/standards and regulations, awareness and education, risk assessments and management, contract security requirements management, application and infrastructure consulting, assurance testing and drives the security direction of the company;

B. security testing, design and implementation of security solutions to enable security controls adoption across the environment;

C. security operations of implemented security solutions, the environment and assets and manage incident response; and,

D. forensic investigations with security operations, legal, data protection and human resources for investigations including eDiscovery.

**3.** **Asset Classification and Control**.

3.1 Boomi's practice is to track and manage physical and logical assets. Examples of the assets that Boomi IT might track include:

A. Information Assets, such as identified databases, disaster recovery plans, business continuity plans, data classification and archived information;

B. Software Assets, such as identified applications and system software; and,

C. Physical Assets, such as identified servers, desktops/laptops, backup/archival tapes, printers and communications equipment.

3.2 The assets are classified based on business criticality to determine confidentiality requirements. Industry guidance for handling personal data provides the framework for technical, organizational and physical safeguards. These may include controls such as access management, encryption, logging and monitoring and data destruction.

**4.** **Personnel Security**. As part of the employment process, employees undergo a screening process applicable per regional law. Boomi's annual compliance training includes a requirement for employees to complete an online course and pass an assessment covering information security and data privacy. The security awareness program may also provide materials specific to certain job functions.

**5.** **Physical and Environmental Security**. In regard to risk mitigation, Boomi uses a number of technological and operational approaches in its physical security program. The security team works closely with each site to determine appropriate measures are in place and continually monitor any changes to the physical infrastructure, business and known threats. It also monitors best practice measures used by others in the industry and carefully selects approaches that meet both uniqueness in business practice and expectations of Boomi as a whole. Boomi balances its approach towards security by considering elements of control that include architecture, operations and systems.

**6. Communications and Operations Management**.

6.1 The IT organization manages changes to the corporate infrastructure, systems and applications through a change management program, which may include, testing, business impact analysis and management approval, where appropriate.

6.2 Incident response procedures exist for security and data protection incidents, which may include incident analysis, containment, response, remediation, reporting and the return to normal operations.

6.3 To protect against malicious use of assets and malicious software, additional controls may be implemented, based on risk. Such controls may include, but are not limited to, information security practices and standards; restricted access; designated development and test environments; virus detection on servers, desktops and notebooks; virus email attachment scanning; system compliance scans; intrusion prevention monitoring and response; logging and alerting on key events; information handling procedures based on data type, e-commerce application and network security; and system and application vulnerability scanning.

**7. Access Controls**.

7.1 Access to corporate systems is restricted, based on procedures to ensure appropriate approvals. To reduce the risk of misuse, intentional or otherwise, access is provided based on segregation of duties and least privileges.

7.2 Remote access and wireless computing capabilities are restricted and require that both user and system safeguards are in place.

7.3 Specific event logs from key devices and systems are centrally collected and reported on an exceptions basis to enable incident response and forensic investigations.

**8. System Development and Maintenance**. Publicly released third party vulnerabilities are reviewed for applicability in the Boomi environment. Based on risk to Boomi's business and customers, there are predetermined timeframes for remediation. In addition, vulnerability scanning and assessments are performed on new and key applications and the infrastructure based on risk. Code reviews and scanners are used in the development environment prior to production to proactively detect coding vulnerabilities based on risk.

These processes enable proactive identification of vulnerabilities as well as compliance.

**9. Compliance**.

9.1 Boomi will work to identify regional laws and regulations applicable to Boomi corporate. These requirements cover areas such as intellectual property of the company and our customers, software licenses, protection of employee and customer personal information, data protection and data handling procedures, transborder data transmission, financial and operational procedures, regulatory export controls around technology and forensic requirements.

9.2 Mechanisms such as the information security program, the executive privacy council, internal and external audits/assessments, internal and external legal counsel consultation, internal controls assessment, internal penetration testing and vulnerability assessments, contract management, security awareness, security consulting, policy exception reviews and risk management combine to drive compliance with these requirements.