

## **Data Processing Agreement (Just Add Features, Ltd. Trading as “Instant Marketing”)**

**Definition:** JAF refers to Just Add Features, Ltd. also trading as “Instant Marketing”.

**Acknowledgement of Similarity to Oracle’s Data Processing Agreement:** JAF is widely sold alongside Oracle services, so we have updated this document to be deliberately similar. This is intended to simplify customers’ review process when they view the documents together. This does not in any way imply authorization of this document by Oracle, and we will modify the language of these terms in future editions to remove this similarity if asked to do so by Oracle.

### **1. Scope and Applicability**

**1.1** This Data Processing Agreement applies to JAF’s Processing of Personal Information on Your behalf as a Processor for the provision of the Services specified in Your Services Agreement. Unless otherwise expressly stated in Your Services Agreement, this version of the Data Processing Agreement shall be effective and remain in force for the term of Your Services Agreement

### **2. Responsibility for Processing of Personal Information and Your instructions**

**2.1** You are a Controller and JAF is a Processor for the Processing of Personal Information as part of the provision of the Services. Each party is responsible for compliance with its respective obligations under Applicable Data Protection Law.

**2.2** JAF will Process Personal Information solely for the purpose of providing the Services in accordance with the Services Agreement and this Data Processing Agreement.

**2.3** In addition to Your instructions incorporated into the Services Agreement, You may provide additional instructions in writing to JAF with regard to Processing of Personal Information in accordance with Applicable Data Protection Law. JAF will promptly comply with all such reasonable instructions to the extent necessary for JAF to (i) comply with its Processor obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your Controller obligations under Applicable Data Protection Law relevant to Your use of the Services.

**2.4** JAF will follow Your reasonable instructions at no additional cost to You and within the timeframes reasonably necessary for You to comply with your obligations under Applicable Data Protection Law. To the extent JAF expects to incur additional charges or fees not covered by the fees for Services payable under the Services Agreement, such as additional license or third party contractor fees, it will promptly inform You thereof upon receiving Your instructions. Without prejudice to JAF’s obligation to comply with Your instructions, the parties will then negotiate in good faith with respect to any such charges or fees.

**2.5** Unless otherwise specified in the Services Agreement, You may not provide JAF with any sensitive or special Personal Information that imposes specific data security or data protection obligations on JAF in addition to or different from those specified in the Data Processing Agreement or Services Agreement.

### **3. Privacy Inquiries and Requests from Individuals**

- 3.1** If You receive a request or inquiry from an Individual related to Personal Information processed by JAF for the provision of Services, You can contact your Account Manager with detailed written instructions to JAF on how to assist You with such request.
  - 3.2** If JAF directly receives any requests or inquiries from Individuals that have identified You as the Controller, it will promptly pass on such requests to You without responding to the Individual. Otherwise, JAF will advise the Individual to identify and contact the relevant controller(s).
- 4. JAF Affiliates and Third Party Subprocessors**

  - 4.1** To the extent JAF engages Third Party Subprocessors and/or Affiliates to Process Personal Information, such entities shall be subject to the same level of data protection and security as JAF under the terms of the Services Agreement. JAF is responsible for the performance of the JAF Affiliates' and Third Party Subprocessors' obligations in compliance with the terms of this Data Processing Agreement and Applicable Data Protection Law.
- 5. Cross-border data transfers**

  - 5.1** Without prejudice to any applicable regional data center restrictions for hosted Services specified in Your Services Agreement, JAF may Process Personal Information globally as necessary to perform the Services.
  - 5.2** To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable Data Protection Law, such transfers shall be subject to Applicable Data Protection Law and all applicable JAF security and data privacy policies and standards globally.
- 6. Security and Confidentiality**

  - 6.1** JAF has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Information designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. These security measures govern all areas of security applicable to the Services, including physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and other security controls and measures. Please review the "Master Security Whitepaper" at <https://instant.marketing/compliance>
  - 6.2** All JAF employees, as well as any Third Party Subprocessors that Process Personal Information, are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with JAF policies concerning protection of confidential information
- 7. Integrations**

  - 7.1** A number of JAF applications are designed to invoke a target-system. For example: our SMS product allows you to enter the API key for a SMS sender, and data will then be sent to this provider via. API call as necessary to send the SMS. In these cases, JAF is acting as a systems-integrator and these services may also be a Processor, not a Third Party Subprocessor to JAF. You should establish a separate Data Processing Agreement with these vendors. If required, you may ask JAF for a list of services which are invoked by a given product.
  - 7.2** Our Instant Extensions products allow you to enter arbitrary code. You are fully responsible for all aspects of running this code.
- 8. Incident Management and Breach Notification**

  - 8.1** If a data breach is suspected JAF will promptly define escalation paths to investigate such incidents in order to confirm if a Personal Information Breach has occurred, and to

take reasonable measures designed to identify the root cause(s) of the Personal Information Breach, mitigate any possible adverse effects and prevent a recurrence.

**8.2** JAF will notify you of a confirmed Personal Information Breach without undue delay but at the latest within 24 hours. As information regarding the Personal Information Breach is collected or otherwise reasonably becomes available to JAF, JAF will also provide You with (i) a description of the nature and reasonably anticipated consequences of the Personal Information Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of Personal Information that were the subject of the Personal Information Breach. You agree to coordinate with Oracle on the content of Your intended public statements or required notices for the affected Individuals and/or notices to the relevant Regulators regarding the Personal Information Breach.

## **9. Return and Deletion of Personal Information**

**9.1** Upon termination of the Services, JAF will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on JAF systems or Services environments, except as otherwise stated in the Services Agreement.

**9.2** For Personal Information held on Your systems or environments, or for Services for which no data retrieval functionality is provided by JAF as part of the Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Information while the production Services environment is still active prior to termination.

## **10. Audit Rights**

**10.1** Subject to this section 10, JAF shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

## **11. Legal Requirements**

**11.1** JAF may be required by law to provide access to Personal Information, such as to comply with a subpoena or other legal process, or to respond to government requests, including public and government authorities for national security and/or law enforcement purposes.

**11.2** JAF will promptly inform You of requests to provide access to Personal Information, unless otherwise required by law.

## **12. Definitions**

**“Applicable Data Protection Law”** means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under this Data Processing Agreement, which may include Applicable European Data Protection Law.

**“Applicable European Data Protection Law”** means (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended; and (iii) the UK Data Protection Act 2018. **“Europe”** means for the purposes of this Data Processing Agreement (i) the European Economic Area, consisting of the EU Member States, Iceland, Lichtenstein and Norway; (ii) Switzerland and (iii) the UK after it withdraws from the EU.

**“Individual”** shall have the same meaning as the term “data subject” or the equivalent term under Applicable Data Protection Law.

**“Process/Processing”, “Controller”, “Processor” and “Binding Corporate Rules”** (or the equivalent terms) have the meaning set forth under Applicable Data Protection Law.

**“Personal Information”** shall have the same meaning as the term “personal data”, “personally identifiable information (PII)” or the equivalent term under Applicable Data Protection Law.

**“Personal Information Breach”** means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed on JAF systems or the Services environment that compromises the security, confidentiality or integrity of such Personal Information.

**“Regulator”** shall have the same meaning as the term “supervisory authority”, “data protection authority” or the equivalent term under Applicable Data Protection Law.

**“Services”** or the equivalent terms “Service Offerings” or “services” means the Cloud, Advanced Customer Support, Consulting, or Global Technical Support services specified in the Services Agreement.

**“Services Agreement”** means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order, and (iii) the Service Specifications.

**“Third Party Subprocessor”** means a third party which Oracle subcontracts with and which may Process Personal Information as set forth in Section 4.

**“You”** means the customer entity that has executed the Services Agreement. Other capitalized terms have the definitions provided for them in the Services Agreement.