



DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) supplements and forms part of the applicable Agreement (as defined below) between the party identified in the Agreement (“**Customer**”) and Riverbed (as defined below).

To the extent that Riverbed Processes any Customer Personal Data as a Processor on behalf of the Customer (or, where applicable, a Permitted Affiliate) in connection with Riverbed’s provision of the Services, where that Customer Personal Data falls within the scope of Applicable Data Protection Law, Riverbed and Customer agree that the terms of this DPA will apply.

1. **DEFINITIONS.** Any capitalized term used but not defined in this DPA has the meaning provided to it in the Agreement.

(a) **“Adequate Jurisdiction”** means the UK, EEA, or a country, territory, specified sector or international organization which ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, as set out in: (i) with respect to Personal Data relating to Data Subjects in the EEA, a decision of the European Commission; and/or (ii) with respect to Personal Data relating to Data Subjects in the UK, the UK Data Protection Act 2018 or regulations made by the UK Secretary of State under the UK Data Protection Act 2018.

(b) **“Affiliate”** means any legal entity that controls, is controlled by, or is under common control with a party.

(c) **“Agreement”** means the applicable written or electronic agreement between Customer and Riverbed for the provision of Services to Customer and which incorporates this DPA by reference.

(d) **“Applicable Data Protection Law”** means data protection and privacy laws and regulations, including without limitation the GDPR and CCPA, applicable to the Processing of Customer Personal Data under the Agreement.

(e) **“CCPA”** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

(f) **“Controller”** means the entity which determines the purposes and means of the Processing of Personal Data.

(g) **“Customer Personal Data”** means the Personal Data Processed by Riverbed on behalf of the Customer in connection with the provision of the Services, as further described in Schedule 2.

(h) **“Data Breach”** means any breach of Riverbed’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data on systems managed by or otherwise controlled by Riverbed. “Data Breaches” will not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

(i) **“Data Subject”** means an identified or identifiable natural person to whom Personal Data relates.

(j) **“DPA Effective Date”** means the effective date of the Agreement.

(k) **“GDPR”** means Regulation (EU) 2016/679 (“**EU GDPR**”) or, where applicable, the “**UK GDPR**” as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the UK European Union (Withdrawal) Act 2018.

(l) **“Member State”** means a member state of the EEA, being a member state of the European Union, Iceland, Norway, or Liechtenstein.

(m) **“Permitted Affiliate”** means any of Customer’s Affiliates that (i) are permitted to use the Services pursuant to the Agreement, but have not entered into a separate agreement with Riverbed and are not a “Customer” as defined under the Agreement, and (ii) qualify as a Controller of Customer Personal Data Processed by Riverbed.

(n) **“Personal Data”** means any information relating to an identified or identifiable natural person and includes similarly defined terms in Applicable Data Protection Laws.

(o) **“Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(p) **“Processor”** means the entity which Processes Personal Data on behalf of the Controller.

(q) **“Riverbed”** means the applicable member of the Riverbed Group that is party to the Agreement.

(r) **“Riverbed Group”** means Riverbed Technology LLC and its Affiliates.

(s) **“Services”** means Riverbed’s generally available: (i) Cloud Services; (ii) Support; or (iii) Professional Services as described in the applicable Service Documentation or SOW provided by Riverbed to Customer pursuant to the Agreement.

(t) **“Standard Contractual Clauses”** means Module Two (Controller to Processor) of the Standard Contractual Clauses for the transfer of Personal Data to third countries annexed to Commission Implementing Decision (EU) 2021/914.

(u) **“Subprocessor”** means a Processor appointed by a member of the Riverbed Group to Process Customer Personal Data.

2. **PROCESSING OF CUSTOMER PERSONAL DATA.**

(a) **Relationship of the Parties.** The parties agree and acknowledge that with respect to the Processing of Customer Personal Data, Riverbed acts as a Processor and Customer acts as a Controller.

(b) **Processing Details.** Schedule 1 (Details of Processing) of this DPA describes the nature and purpose of the Processing, the Processing activities, the duration of the Processing, the types of Personal Data and categories of Data Subjects.

(c) **Instructions for Data Processing.** Riverbed will Process Customer Personal Data only in accordance with Customer’s instructions as set forth in the Agreement and this DPA and as otherwise agreed in writing between the parties. Customer will ensure that its instructions comply with Applicable Data Protection Law. Riverbed will inform Customer if it becomes aware, or reasonably believes, that Customer’s instructions violate Applicable Data Protection Law. To the extent that any of Customer’s additional instructions fall outside the scope of the Agreement or this DPA, any such instructions



will be agreed to between the parties in writing, including any additional fees that may be payable by Customer to Riverbed for the performance of such additional instructions. Riverbed may also Process Customer Personal Data where required by applicable law, in which case Riverbed will, to the extent permitted by such applicable law, inform Customer of such legal requirement prior to Processing Customer Personal Data.

(d) **Compliance.** Customer represents and warrants that: (i) it has provided all applicable notices to Data Subjects and, to the extent required, obtained consent from Data Subjects in each case as required for the lawful Processing of Customer Personal Data in accordance with the Agreement and this DPA; and (ii) it has complied and will continue to comply with Applicable Data Protection Law.

3. SECURITY.

(a) Riverbed has implemented and will maintain the technical and organizational security measures as set out in Schedule 2 (“**Security Measures**”). Riverbed may update the Security Measures from time to time provided that any such updates and modifications do not reduce the overall level of protection afforded to Customer Personal Data by Riverbed under this DPA. Riverbed will publish updated Security Measures at www.riverbed.com/privacy.

(b) Riverbed will ensure that (i) Riverbed’s access to Personal Data is limited to those personnel who require such access to deliver the Services in accordance with the Agreement and (ii) all Riverbed personnel authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) Customer is responsible for reviewing the Security Measures that Riverbed makes available and independently determining that the Security Measures are appropriate to ensure the security of Customer Personal Data and otherwise consistent with Customer’s obligations under Applicable Data Protection Law.

4. CERTIFICATIONS AND AUDITS. Subject to appropriate confidentiality obligations:

(a) **Certifications.** Where available and upon Customer’s request, Riverbed will provide Customer or Customer’s authorized representatives certifications, attestations, reports or extracts thereof from third parties or other suitable certifications to demonstrate Riverbed’s compliance with Applicable Data Protection Law and the terms of this DPA.

(b) **Audits.** Customer and/or Customer’s authorized representatives may audit Riverbed’s Service delivery centers and Security Measures relevant to the Customer Personal Data Processed by Riverbed only if: (i) Riverbed notifies Customer of a Data Breach; (ii) an audit is required by Customer’s data protection authority; or (iii) where required by Applicable Data Protection Law or the Standard Contractual Clauses (where the GDPR is applicable) and provided that Customer may only audit once in any 12 month period unless Applicable Data Protection Law requires more frequent audits. Customer will provide at least 60 days advance notice of any audit (by contacting rxbd-privacy@riverbed.com) unless Applicable Data Protection Law or a competent data protection authority requires shorter notice. Prior to beginning any audit, Riverbed and Customer will mutually agree upon the reasonable start date, scope and duration of and security and confidentiality controls applicable to the audit in addition to allocation of costs between the parties. Riverbed may object in writing to an auditor appointed by Customer to conduct any audit if the auditor is, in Riverbed’s reasonable opinion, not suitably qualified or independent or a competitor of Riverbed. The scope of any audit will not require Riverbed to disclose to Customer or Customer’s authorized representatives, or to allow Customer or Customer’s authorized representatives to access: (1) any data or information of any other Riverbed customer; (2) any Riverbed internal accounting or financial information; (3) any Riverbed trade secret; or (4) any information that, in Riverbed’s reasonable opinion could: (a) compromise the security of Riverbed’s systems or premises; or (b) cause Riverbed to breach its obligations under Applicable Data Protection Law or Riverbed’s security, confidentiality and/or privacy obligations to any other Riverbed customer or any third party.

5. SUBPROCESSORS.

(a) **General Authorization.** Customer grants Riverbed general authorization to engage Subprocessors from an agreed list; the list of Subprocessors is set out at www.riverbed.com/legal/subprocessors.html (“**Subprocessors List**”). When engaging any Subprocessor, Riverbed will: (i) ensure that any Subprocessor accesses Customer Personal Data only as necessary to perform the Services in accordance with the Agreement and this DPA; (ii) impose contractual data protection obligations to protect Customer Personal Data in accordance with the standard required by Applicable Data Protection Law; and (iii) remain liable for any breach of this DPA that is caused by any act, error or omission of its Subprocessors.

(b) **Updates.** Riverbed will inform Customer in advance of any proposed additions or replacements to the Subprocessors it uses to Process Customer Personal Data, including any information reasonably necessary to enable Customer to assess the Subprocessor and exercise its right to object, by posting to Riverbed’s Subprocessors List, or by email, or in other written form.

(c) **Objection Right.** If Customer objects to Riverbed’s use of a new Subprocessor (including when, where applicable, exercising its right to object under clause 9(a) of the Standard Contractual Clauses), it will provide Riverbed with: (i) written notice of the objection within 30 days after Riverbed has provided notice to Customer as described in Section 5(b) above; and (ii) documentary evidence that reasonably shows that the new Subprocessor does not or cannot comply with the requirements in this DPA (an “**Objection**”). If Customer does not provide Riverbed with a notice of Objection within this 30 day period, Customer is deemed to have accepted the new Subprocessor. In the event of an Objection, Riverbed will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer’s configuration or use of the Services to avoid Processing of Customer Personal Data by the objected-to new Subprocessor without unreasonably burdening Customer. If Riverbed is unable to make available such change within a reasonable time period, which will not exceed 30 days, Customer may terminate the applicable Agreement with respect to only those Services which cannot be provided by Riverbed without the use of the objected-to new Subprocessor by providing not less than 30 days’ written notice to Riverbed. This termination right is Customer’s sole and exclusive remedy if Customer objects to any new Subprocessor.

6. INTERNATIONAL PROCESSING.

(a) **Cross Border Transfers.** Customer Personal Data that Riverbed Processes on Customer’s behalf may be transferred to, and stored and Processed in, the United States or any other country in which the Riverbed Group or its Subprocessors maintain facilities. Customer appoints Riverbed to perform any such transfer of Customer Personal Data to any such country and to store and Process Personal Data in order to provide the Services as permitted under Applicable Data Protection Law.

(b) **Standard Contractual Clauses.** To the extent Customer’s use of the Services involves any transfers of Customer Personal Data falling within the scope of the GDPR from Customer (as data exporter) to Riverbed (as data importer), then the terms set forth in Schedule 3 will apply.



(c) **UK Addendum.** To the extent that: (i) Riverbed Processes Customer Personal Data on the behalf of Customer as a Processor in the course of providing Services pursuant to the Agreement; and (ii) Customer is subject to UK Data Protection Law and acts as a Controller thereunder, then the terms set forth in Schedule 4 will apply and supplement this DPA.

7. COOPERATION.

(a) **Data Subject Rights.** Upon Customer's request, Riverbed will provide reasonable additional and timely assistance to assist Customer in complying with its data protection obligations with respect to Data Subject rights under Applicable Data Protection Law. If Riverbed receives a request from a Data Subject in relation to the Processing of Customer Personal Data hereunder, Riverbed will promptly notify Customer and will not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

(b) **Impact Assessments and Consultations.** Upon Customer's request, Riverbed will provide reasonable cooperation to Customer in connection with any data protection impact assessment or consultations with regulatory authorities that may be required in accordance with Applicable Data Protection Law.

(c) **Third Party Requests.** If Riverbed receives a request to retain, disclose or otherwise Process Customer Personal Data from a third party, including law enforcement or a government entity ("**Third Party Request**"), then Riverbed, where possible, will refer the Third Party Request to Customer. If Riverbed cannot redirect the Third Party Request to Customer, Riverbed will, to the extent legally permitted, use reasonable efforts to notify Customer prior to responding to the Third Party Request so that Customer may seek appropriate legal remedies.

8. DATA BREACHES. Riverbed will notify Customer without undue delay after becoming aware of any Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Data Breach as required under Applicable Data Protection Law. Riverbed may provide such information in phases as it becomes available. Riverbed's notification of or response to a Data Breach under this Section 8 will not be construed as an acknowledgement by Riverbed of any fault or liability with respect to the Data Breach.

9. DURATION AND TERMINATION. Following the expiration or termination of the Agreement, Riverbed will:

(a) If requested to do so by Customer within 30 days of such expiration or termination: (i) make Customer Personal Data available to Customer for export or download for a period not to exceed 60 days (where the Service includes such a self-service feature); or (ii) in the absence of such a self-service feature, return Customer Personal Data by secure file transfer in such a format as mutually agreed by Customer and Riverbed; and

(b) Other than any Customer Personal Data retained by Riverbed after termination or expiry of the Agreement in accordance with Applicable Data Protection Law, delete Customer Personal Data Processed by Riverbed within a reasonable time period in line with Applicable Data Protection Law.

10. PERMITTED AFFILIATES. Riverbed's obligations set forth in this DPA will also extend to Permitted Affiliates subject to the following conditions:

(a) Customer warrants it is duly authorized to enter into this DPA for and on behalf of any such Customer Affiliates; each Customer Affiliate will be bound by the terms of this DPA as they were the Customer. For the avoidance of doubt, a Permitted Affiliate is not and does not become party to the Agreement and is only a party to the DPA. All access and use of the Services by Permitted Affiliates must comply with the terms and conditions of the Agreement and any violation of the Agreement by a Permitted Affiliate will be deemed a violation by Customer.

(b) Customer will remain responsible for coordinating all communication with Riverbed under this DPA and be entitled to make and receive any communications in relation to this DPA on behalf of its Permitted Affiliates.

(c) Except where Applicable Data Protection Law requires the Permitted Affiliate to exercise a right or seek any remedy under this DPA against Riverbed directly by itself, the parties agree that (i) Customer will exercise any such right or any such remedy on behalf of the Permitted Affiliate, and (ii) Customer will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together.

LIST OF SCHEDULES

Schedule 1: Details of Processing

Schedule 2: Technical and Organizational Measures

Schedule 3: EEA Transfers

Schedule 4: UK Addendum



SCHEDULE 1
DETAILS OF PROCESSING

1. Categories of data subjects

The data subjects could include Customer's end users (i.e., individuals permitted to access and use the Services on Customer's behalf), employees, customers, business partners, and suppliers (who are natural persons).

2. Categories of personal data

All data relating to individuals provided to Riverbed via the Services, by (or at the direction of) Customer or by Customer's end users, including, but not limited to, the following:

(a) Cloud Services

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- Full name
- Email address
- Login credentials
- Phone number
- IP address
- Device name
- Location
- Browser version
- Network activity
- Title
- Feature flag configuration

Aternity

- Full name: as defined in corporate LDAP of the end user accessing the device (e.g., Jane Doe)
- Username: of the end user signed into the device's operating system (e.g., jdoe)
- Email: email address of the currently logged-in end user (e.g., jane.doe@aternity.com)
- Title: as defined in corporate LDAP of the end user currently logged into the device (e.g., VP, Sales)
- Role: role descriptions defined by Customer (e.g., Sale Management)
- Department: as defined in the corporate LDAP of the end user or device (e.g., Sales)
- Office: Customer-defined office location where end user is currently logged into device (e.g., Cambridge Office)
- Location: Customer-defined location from which end user is currently logged into device (e.g., Cambridge, MA)
- IP address: of (i) Windows/Mac device connected to Aternity or (ii) WiFi connection of the mobile device connected via WiFi
- Device name / hostname: the computer name or hostname (e.g., ADFC123_PC)
- Client device name: hostname of the device connected to a VDI or virtual application server (e.g., AFRC123_PC)

Aternity User Journey Intelligence

- Full name
- Title
- Position
- Employer
- Email

eCDN Accelerator

- Full Name
- Email address
- Phone number
- Country
- Employer
- Title
- Position
- Job Function
- User name
- Unique Session GUID
- Network Location GUID
- External IP Address
- Internal IP Address (if enabled by Customer)
- O365 ID (if enabled by Customer)
- Machine Name (if enabled by Customer)

SaaS Accelerator

- Full name
- Email
- Username



- IP address
- Mobile number (if Customer enables multi-factor authentication)
- Digital image (if Customer enables Microsoft Teams and Microsoft Stream functionality)

(b) Support

- Business contact details (name, email address and phone number) of the individual requesting Support
- IP address
- Troubleshooting Files (meaning text, video or images files provided to Riverbed by Customer in its discretion)

(c) Professional Services

- As defined in the applicable Service Documentation or SOW

3. Special categories of personal data

N/A

4. Frequency of the transfer

(a) Cloud Services

Transfers will be made on a continuous basis

(b) Support

Transfers will be made on a one-off basis when Customer submits a support case

(c) Professional Services

Transfers may be made on a continuous and/or one-off basis subject to the applicable Service Documentation or SOW

5. Subject matter of the processing

Riverbed will Process Customer Personal Data as necessary to provide the Services under the Agreement.

6. Nature of the processing

(a) Cloud Services

Use and other Processing activities (including collection, transmission, storage) of Customer Personal Data to provide, maintain and update the Cloud Services

(b) Support

Use and other Processing activities (including collection, transmission, storage) of Customer Personal Data to provide end user maintenance and support services to Customer

(c) Professional Services

Use and other Processing activities (including collection, transmission, storage) of Customer Personal Data to deliver Professional Services as described in the applicable Service Documentation or SOW

7. Purpose(s) of the data transfer and further processing

(a) Cloud Services

Riverbed's provision and support of the Cloud Services as described in the Agreement

(b) Support

Riverbed's provision of end user maintenance and supports services for Products as described in the Agreement

(c) Professional Services

Riverbed's provision of training, consulting, implementation and other professional services as described in the applicable Service Documentation or SOW

8. Duration

Subject to Section 9 of the DPA, Riverbed will Process Customer Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

9. Subprocessors

As described at www.riverbed.com/legal/subprocessors.html



SCHEDULE 2

TECHNICAL AND ORGANIZATIONAL MEASURES

<i>Measures for pseudonymization and encryption of personal data</i>	<p>Please refer to the applicable Security Measures described at www.riverbed.com/privacy.</p>
<i>Measures for ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services</i>	
<i>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</i>	
<i>Measures for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of processing</i>	
<i>Additional technical and organizational measures</i>	
<i>Measures to be taken to assist with the fulfillment of data subject requests</i>	
<i>For transfers to subprocessors, the measures to be taken by the subprocessor to assist the data exporter</i>	<p>When Riverbed engages a Subprocessor under Section 5 of this DPA, Riverbed and the Subprocessor enter into an agreement with data protection obligations no less stringent to those contained in this DPA, including implementing technical and organizational measures to protect Personal Data.</p>

SCHEDULE 3 EEA TRANSFERS

1. Subject to Section 2 below, the parties agree that the Standard Contractual Clauses will apply to Customer Personal Data that is transferred via the Services from a Member State or Switzerland, either directly or via onward transfer, to any country or recipient outside of a Member State, or Switzerland that is not an Adequate Jurisdiction. For Customer Personal Data transfers from a Member State or Switzerland that are subject to the Standard Contractual Clauses, the Standard Contractual Clauses will be deemed entered into (and incorporated into this DPA by this reference) and completed as follows:

- (a) In clause 7, the optional docking clause will not apply;
- (b) In clause 8.9, any audits will be carried out in accordance with Section 4(b) of this DPA;
- (c) In clause 9, Option 2 (*General written authorization*) will apply and the time period for prior notice of subprocessor changes will be as set forth in Section 5(b) of this DPA;
- (d) In clause 11, the optional language will not apply;
- (e) In clause 17 (Option 1), the Standard Contractual Clauses will be governed by Dutch law;
- (f) In clause 18(b), disputes will be resolved before the courts of the Netherlands;
- (g) Annex I.A will be deemed to incorporate the information below:
 - Data Exporter: Customer
 - Contact Details: The email address(es) designated by Customer in Customer's account via its notification preferences.
 - Data Exporter Role: The Data Exporter's role is set forth in Section 2(a) (Relationship of the Parties) of this DPA.
 - Data Importer: Riverbed provides the Services as defined under the applicable Agreement entered into by the Data Exporter.
 - Contact Details: rvbd-privacy@riverbed.com
 - Data Importer Role: The Data Importer's role is set forth in Section 2(a) (Relationship of the Parties) of this DPA.
- (h) Annex I.B (*Description of Transfer*) will be deemed to incorporate the information in Schedule 1 (Details of Processing);
- (i) Annex I.C (*Competent Supervisory Authority*) will be deemed to refer to the Dutch Data Protection Authority;
- (j) Annex II (*Technical and Organizational Measures*) will be deemed to incorporate the information in Schedule 2 (Technical and Organizational Measures).

2. With respect to any transfers of Customer Personal Data falling within the scope of the Swiss Federal Act on Data Protection from the Customer (as data exporter) to Riverbed (as data importer):

- (a) neither the Standard Contractual Clauses nor the DPA will be interpreted in a way that conflicts with rights and obligations provided for in any laws relating to data protection, the Processing of Personal Data, privacy and/or electronic communications in force from time to time in Switzerland, including the Swiss Federal Act on Data Protection ("**Swiss Data Protection Laws**");
- (b) the Standard Contractual Clauses are deemed to be amended to the extent necessary so they operate: (i) for transfers made by the Controller to the Processor, to the extent that Swiss Data Protection Laws apply to the Controller's Processing when making that transfer; and (ii) to provide appropriate safeguards for such transfers;
- (c) the amendments referred to in Section 2(b) above include (without limitation) the following:
 - (i) references to "Regulation (EU) 2016/679" or "that Regulation" are replaced by "Swiss Data Protection Laws";
 - (ii) references to Regulation (EU) 2018/1725 are removed;
 - (iii) references to the "Union", "EU" and "EU Member State" are all replaced with the "Switzerland";
 - (iv) the "competent supervisory authority" will be the Swiss Federal Data Protection and Information Commissioner;
 - (v) clause 17 of the Standard Contractual Clauses is replaced with the following:

"*These Clauses are governed by the laws of Switzerland*";
 - (vi) clause 18 of the Standard Contractual Clauses is replaced with the following:

"*Any dispute arising from these Clauses will be resolved by the courts of Switzerland. A Data Subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in Switzerland. The parties agree to submit themselves to the jurisdiction of such courts*";
 - (vii) any footnotes to the Standard Contractual Clauses are deleted in their entirety.

3. Without prejudice to the generality of clause 5 of the Standard Contractual Clauses, in the event of any conflict between the Agreement, this DPA and the Standard Contractual Clauses, the following order of precedence will apply: (1) the Standard Contractual Clauses; (2) the main body of this DPA; the Agreement.

SCHEDULE 4 UK ADDENDUM

1. Scope.

This UK Addendum shall apply in the event that: (i) Riverbed Processes Customer Personal Data on the behalf of Customer as a Processor in the course of providing Services pursuant to the Agreement; and (ii) Customer is subject to UK Data Protection Law and acts as a Controller thereunder.

In the event of a conflict or inconsistency between the Agreement or the DPA and this Addendum, this Addendum shall prevail with respect to Customer Personal Data from the UK, but solely with regard to the portion of the provision in conflict.

2. Definitions.

- 2.1 **"Mandatory Clauses"** means Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the Information Commissioner's Office and laid before Parliament in accordance with s199A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
- 2.2 **"Standard Contractual Clauses"** means the Commission Implementing Decision (EU) 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.
- 2.3 **"UK"** means the United Kingdom.
- 2.4 **"UK Data Protection Law"** means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including: (i) the UK GDPR and UK Data Protection Act 2018; and/or (ii) other laws that are similar, equivalent to, successors to, or that are intended to or implement the laws that are identified in (i) above.
- 2.5 **"UK GDPR"** as defined in section 3 of the Data Protection Act 2018.
- 2.6 All terms used herein but not defined in the DPA will have the meaning assigned to them in the applicable UK Data Protection Law. All references to Applicable Data Protection Law or laws in the DPA shall be read in the context of UK Data Protection Law for the purpose of this UK Addendum.

3. International Transfers

- 3.1 To the extent that Riverbed Processes any Customer Personal Data from the UK and transfers such Customer Personal Data outside of the UK to countries not deemed to provide an adequate level of data protection under UK Data Protection Law, the parties agree to enter into and comply with the Standard Contractual Clauses (as amended by the Mandatory Clauses), as discussed in Section 4 of this UK Addendum. Riverbed agrees that it is a "data importer" and Customer is the "data exporter" under the Standard Contractual Clauses (as amended by the Mandatory Clauses).
- 3.2 The parties agree that the data export solution identified in Section 4.1 (Mandatory Clauses) will not apply if and to the extent that Riverbed adopts an alternative data export solution for the lawful transfer of Customer Personal Data (as recognized under UK Data Protection Law) outside of the UK, in which event, Customer shall take any action (which may include execution of documents) strictly required to give effect to such solution and the alternative transfer mechanism will apply instead (but only to the extent such alternative transfer mechanism extends to the territories to which Customer Personal Data is transferred).

4. Mandatory Clauses

- 4.1 The Mandatory Clauses are incorporated by reference into this UK Addendum and the Standard Contractual Clauses are amended in accordance with the Mandatory Clauses.
- 4.2 Neither the Mandatory Clauses nor this UK Addendum shall be interpreted in a way that conflicts with rights and obligations provided for under UK Data Protection Law.
- 4.3 Riverbed (as data importer) may end this DPA (including this UK Addendum) to the extent the Mandatory Clauses apply, in accordance with Section 19 of the Mandatory Clauses.
- 4.4 For the purposes of this UK Addendum, the following shall apply and shall be read and interpreted in accordance with the Mandatory Clauses.
 - (a) Module Two of the Standard Contractual Clauses shall apply.



(b) In respect to Clause 9(a) *Sub-processors*, Customer grants Riverbed General Written Authorization for the use of Subprocessors. A list of Riverbed's Subprocessors is available on its website at www.riverbed.com/legal/subprocessors.html.

4.5 In respect to Clause 17 *Governing Law*: the governing law is that of England and Wales.

4.6 In respect to Clause 18 *Choice of forum and jurisdiction*: The courts of England and Wales shall resolve any disputes arising from the Standard Contractual Clauses (as amended by the Mandatory Clauses).

4.7 Annex I and II to the UK Addendum are deemed incorporated to this UK Addendum.

ANNEX I to UK Addendum

A. List of Parties:

Data exporter: The data exporter is the entity identified as the Customer in the Agreement.

Data importer: The data importer is the US headquartered company, Riverbed Technology LLC, headquartered at 680 Folsom St., San Francisco, CA 94107 USA, which provides Services as described in the Agreement and the DPA.

B. Description of Transfer:

Please see Schedule 1 of this DPA for a description of the data subjects, categories of data, special categories of data, and Processing operations.

C. Competent Supervisory Authority: The Information Commissioner's Office

ANNEX II to UK Addendum

Description of the technical and organizational measures implemented by the data importer(s):

Technical and organizational measures can be found at: www.riverbed.com/privacy