Data processing agreement

Appwrite shall provide the services set forth in the Agreement (collectively, the "**Services**") for Customer, as described in the Agreement; and

In the course of providing the Services pursuant to the Agreement, we may process Personal Data on your behalf, in the capacity of a "**Data Processor**"; and the Parties wish to set forth the arrangements concerning the processing of Personal Data (defined below) within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

Now therefore, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties, intending to be legally bound, agree as follows:

1. Interpretation and definitions

1.1 The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA. References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated. Words used in the singular include the plural and vice versa, as the context may require. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement. Definitions:

(a) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "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.

(b) "Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the Data Protection Laws And Regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Appwrite, but has not signed its own agreement with Appwrite and is not a "Customer" as defined under the Agreement.

(c) "Appwrite" means the relevant Appwrite entity of the following Appwrite legal entities as specified in this DPA and/or in the Agreement, including: Appwrite Code LTD and Appwrite Code, Inc.

(d) "Appwrite Group" means Appwrite and its Affiliates engaged in the Processing of Personal Data.

(e)   "Controller" or "Data Controller" means the entity which determines the purposes and

means of the Processing of Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term "Data Controller" shall include the Organization and/or the Organization's Authorized Affiliates.

(f) "CCPA" means the California Consumer Privacy Act of 2018 and its modifications and amendments.

(g) "Data Protection Laws and Regulations" means all laws and regulations of the European Union, the European Economic Area and their Member States, the United Kingdom, and the Israeli Privacy Protection Law, 1981 and the regulations promulgated thereunder (including Privacy Protection Regulations (Transfer of Data to Databases Abroad), 5761-2001 and Privacy Protection Regulations (Data Security), 5777-2017), and any binding instructions, guidelines and requirements of the Israeli Privacy Protection Authority, as applicable to the Processing of Personal Data under the Agreement.

(h) "Data Subject" means the identified or identifiable person to whom the Personal Data relates.

(i) "Member State" means a country that belongs to the European Union and/or the European Economic Area. "Union" means the European Union.

(j) "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(k) "Personal Data" or "Personal Information" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as defined under Data Protection Laws and Regulations and/or under the CCPA, as applicable. For the avoidance of doubt, Customer's business contact information is not by itself deemed to be Personal Data subject to this DPA.

(l) "Process(ing)" 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.

(m) "Processor" or "Data Processor" means the entity which Processes Personal Data on behalf of the Controller.

(n) "Security Documentation" means the Security Documentation applicable to the specific Services purchased by Customer, as updated from time to time. Customer can send a request to privacy@appwrite.com to receive a copy of the Security Documentation.

(o) "Standard Contractual Clauses" or "SCCs" means (i) the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council from June 4, 2021, as available here, as updated,

amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a supervisory authority for use with respect to any specific restricted transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Applicable Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Regulatory Authority or Data Protection Laws and Regulations;

(p) "Sub-processor" means any Processor engaged by Appwrite and/or Appwrite Affiliate to Process Personal Data on behalf of Customer.

(q) "Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

(r) "UK GDPR" means the Data Protection Act 2018, as updated, amended, replaced or superseded from time to time by the ICO.

(s) "UK Standard Contractual Clauses" or "UK SCCs" means the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out by the ICO, as available here, as updated, amended, replaced or superseded from time to time by the ICO.

2. Processing of personal data

2.1 The Parties acknowledge and agree that with regard to the Processing of Personal Data under this DPA Appwrite is the Data Processor and Appwrite or members of the Appwrite Group may engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below. For clarity, this DPA shall not apply with respect to Appwrite processing activity as a Data Controller with respect to Appwrite data as detailed in Appwrite's privacy policy.

2.2 Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations and comply at all times with the obligations applicable to data controllers (including, without limitation, Article 24 of the GDPR). For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the means by which Customer acquired Personal Data. Without limitation, Customer shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall at all times have any and all required ongoing legal bases in order to collect, Process and transfer to Appwrite the Personal Data and to authorize the Processing by Appwrite of the Personal Data which is authorized in this DPA. Customer shall defend, hold harmless and indemnify Appwrite, its Affiliates and subsidiaries (including without limitation their directors, officers, agents, subcontractors and/or employees) from and against any liability of any kind related to any breach, violation or infringement by Customer and/or its authorized users of any Data Protection Laws and Regulations and/or this DPA and/or this Section.

2.3   **Appwrite's Processing of Personal Data**

2.3.1   Subject to the Agreement, Appwrite shall Process Personal Data that is subject to this DPA only in accordance with Customer's documented instructions as necessary for the performance of the Services and for the performance of the Agreement and this DPA, unless required to otherwise by Union or Member State law or any other applicable law to which Appwrite and its Affiliates are subject, in which case, Appwrite shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The duration of the Processing, the nature and purposes of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in **Schedule 1** (Details of the Processing) to this DPA.

2.3.2   To the extent that Appwrite or its Affiliates cannot comply with a request (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind) from Customer and/or its authorized users relating to Processing of Personal Data or where Appwrite considers such a request to be unlawful, Appwrite (i) shall inform Customer, providing relevant details of the problem (but not legal advice), (ii) Appwrite may, without any kind of liability towards Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Appwrite all the amounts owed to Appwrite or due before the date of termination. Customer will have no further claims against Appwrite (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

2.3.3   Appwrite will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of Appwrite, to the extent that such is a result of Customer's instructions.

3. Rights of data subjects

If Appwrite receives a request from a Data Subject to exercise its rights as laid down in Chapter III of the GDPR ("Data Subject Request"), Appwrite shall, to the extent legally permitted, promptly notify and forward such Data Subject Request to Customer. Taking into account the nature of the Processing, Appwrite shall use commercially reasonable efforts to assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Appwrite's provision of such assistance.

4. Appwrite personnel

4.1 Appwrite shall grant access to the Personal Data to persons under its authority (including, without limitation, its personnel) only on a need to know basis and ensure that such persons engaged in the Processing of Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 Appwrite may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws and Regulations (in such a case, Appwrite shall inform the Customer of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a "need-to-know" basis under an obligation of confidentiality to legal counsel(s), data protection advisor(s), accountant(s), investors or potential acquirers.

5. Authorization regarding sub-processors

5.1 Appwrite's current list of Sub-processors is included in **Schedule 2** ("Sub-processor List") and is hereby approved by Data Controller. Customer hereby grants a general authorization to Appwrite to appoint new Sub-processors, and Appwrite shall comply with the conditions below.

5.2 Customer may reasonably object to Appwrite's use of a Sub-processor for reasons related to the GDPR by notifying Appwrite promptly in writing within three (3) business days after receipt of Appwrite's notice (which will be provided by email, in-app notification/alert or by other means) and Customer's written objection shall include the reasons related to the GDPR for objecting to Appwrite's use of such Sub-processor. Failure to object to such Sub-processor in writing within three (3) business days following Appwrite's notice shall be deemed as acceptance of the Sub-Processor. In the event Customer reasonably objects to a Sub-processor, as permitted in the preceding sentences, Appwrite will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's use of the Services to avoid Processing of Personal Data by the objected-to Sub-processor without unreasonably burdening the Customer. If Appwrite is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Appwrite without the use of the objected-to Sub-processor by providing written notice to Appwrite provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Appwrite. Until a decision is made regarding the Sub-processor, Appwrite may temporarily suspend the Processing of the affected Personal Data. Customer will have no further claims against Appwrite due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this

paragraph.

5.3 This Section 5 shall not apply to subcontractors of Appwrite which provide ancillary services to support the performance of the DPA. This includes, for example, telecommunication services, maintenance and user service, cleaning staff, or auditors.

6. Security

6.1 Taking into account the state of the art, the costs of implementation, the scope, the context, the purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Appwrite shall maintain all industry-standard technical and organizational measures required pursuant to Article 32 of the GDPR for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation which are hereby approved by Customer. Upon the Customer's request, Appwrite will use commercially reasonable efforts to assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing, the state of the art, and the information available to Appwrite.

6.2 Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Appwrite shall make available to Customer that is not a competitor of Appwrite (or Customer's independent, third-party auditor that is not a competitor of Appwrite) relevant information to demonstrate compliance with this DPA, and such information shall not be used for any other purpose or disclosed to any third party without Appwrite's prior written approval and, upon Appwrite's first request, Customer shall return all records or documentation in Customer's possession or control provided by Appwrite in the context of the audit and/or the certification). At Customer's cost and expense, Appwrite shall allow for and contribute to audits, including inspections of Appwrite's, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Appwrite) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections. Notwithstanding anything to the contrary, such audits and/or inspections shall not contain any information, including without limitation, personal data that does not belong to Customer.

6.3 Nothing in this DPA will require Appwrite either to disclose to Customer (and/or its authorized auditors), or provide access to: (i) any data of any other customer of Appwrite; (ii) Appwrite's internal accounting or financial information; (iii) any trade secret of Appwrite; or (iv) any information that, in Appwrite's sole reasonable discretion, could compromise the security of any of Appwrite's systems or premises or cause Appwrite to breach obligations under any applicable law or its obligations to any third party.

7. Personal data incident management and notification

Appwrite shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data, transmitted, stored or otherwise Processed by Appwrite of which Appwrite becomes aware (a "Personal Data Incident"). Appwrite shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Appwrite deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Appwrite's reasonable control. In any event, Customer will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

8. Return and deletion of personal

Subject to the Agreement, Appwrite shall, at the choice of Customer, delete or return the Personal Data to Customer after the end of the provision of the Services relating to Processing, and shall delete existing copies unless applicable law requires storage of the Personal Data. In any event, to the extent required or allowed by applicable law, Appwrite may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defence of legal claims and/or to comply with applicable laws and regulations. If the Customer requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Appwrite's Customers.

9. Authorized affiliates

9.1   The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Appwrite. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.

9.2   The Customer shall remain responsible for coordinating all communication with Appwrite under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10. Transfers of data

10.1 Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, "EEA"), the United Kingdom to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission, the UK supervisory authority ("Adequacy Decisions"), without any further safeguard being necessary.

10.2 To the extent that there is Processing of Personal Data which includes transfers from the EEA, the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("Other Countries"), the below terms shall apply:

a) With respect to the EU transfers of Personal Data, Customer as a Data Exporter (as defined in the SCCs) and Appwrite on behalf of itself and each Appwrite Affiliate (as applicable) as a Data Importer (as defined in the SCCs) hereby enter into the SCC set out in Schedule 3. To the extent that there is any conflict or inconsistency between the terms of the SCC and the terms of this DPA, the terms of the SCC shall take precedence.

b) With respect to the UK transfers of Personal Data (from the UK to other countries which have not been subject to a relevant Adequacy Decision), Customer as a Data Exporter (as defined in the UK SCCs) and Appwrite on behalf of itself and each Appwrite Affiliate (as applicable) as a Data Importer (as defined in the UK SCCs), hereby enter into the UK SCC set out in Schedule 3. To the extent that there is any conflict or inconsistency between the terms of the UK SCC and the terms of this DPA, the terms of the UK SCC shall take precedence.

11. Termination

This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. Sections 2.2, 2.3.3, 8 and 13 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

12. CCPA

To the extent that the Personal Data is subject to the CCPA, Appwrite shall not sell or share Customer's Personal Data. Appwrite acknowledges that when processing Personal Data in the context of the provision of the Services, Customer is not selling or sharing Personal Data to Appwrite. Appwrite agrees not to retain, use or disclose Customer Personal Data: (i) for any purpose other than the Business Purpose (as defined below); (ii) for no other commercial or Business Purpose; or (iii) outside the direct business relationship between Appwrite and Customer. Notwithstanding the foregoing, Appwrite may use, disclose, or retain Customer Personal Data to: (i) transfer the Personal Data to other Appwrite's entities (including, without limitation, affiliates and subsidiaries), service providers, third parties and vendors, in order to

provide the Services to Customer; (ii) to comply with, or as allowed by, applicable laws; (iii) to defend legal claims or comply with a law enforcement investigation; (ii) for internal use by Appwrite to build or improve the quality of its services and/or for any other purpose permitted under the CCPA; (iii) to detect data security incidents, or protect against fraudulent or illegal activity; and (iv) collect and analyze anonymous information. Appwrite shall use commercially reasonable efforts to comply with its obligations under CCPA. If Appwrite becomes aware of any material applicable requirement (to Appwrite as a service provider) under CCPA that Appwrite cannot comply with, Appwrite shall use commercially reasonable efforts to notify Customer. Upon written Customer's notice, Appwrite shall use commercially reasonable and appropriate steps to stop and remediate Appwrite's alleged unauthorized use of Personal Data; provided that Customer must explain and demonstrate in the written notice which processing activity of Personal Data it considers to be unauthorized and the applicable reasons. Appwrite shall use commercially reasonable efforts to enable Customer to comply with consumer requests made pursuant CCPA. Notwithstanding anything to the contrary, Customer shall be fully and solely responsible for complying with its own requirements under CCPA. "Business purpose" means the Processing activities that Appwrite will perform to provide Services (as described in the Agreement), this DPA and any other instruction from Customer, as otherwise permitted by applicable law, including, CCPA and the applicable regulations, or as otherwise necessary to provide the Services to Customer.

13. Relationship with agreement

In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement. Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (A) Appwrite's (including Appwrite's Affiliates') entire, total and aggregate liability, related to personal data or information, privacy, or for breach of, this DPA and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification obligation or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Appwrite under the Agreement within twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (B) In no event will Appwrite and/or Appwrite Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if Appwrite, Appwrite Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability

(such as, but not limited to, breach of contract or tort).

14. Amendments

This DPA may be amended at any time by a written instrument duly signed by each of the Parties.

15. Legal effect

This DPA shall only become legally binding between Customer and Appwrite when the formalities steps set out in the Section "INSTRUCTIONS ON HOW TO EXECUTE THIS DPA" below have been fully completed. Appwrite may assign this DPA or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this DPA or the Agreement. Any Appwrite obligation hereunder may be performed (in whole or in part), and any Appwrite right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Appwrite.

Schedule 1 – Details of the processing

Subject matter

Appwrite will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Customer in its use of the Services.

Nature and Purpose of Processing

1. Performing the Agreement, this DPA and/or other contracts executed by the Parties, including, providing the Service(s) to Customer and providing support and technical maintenance, if agreed in the Agreement

2. For Appwrite to comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.

Duration of Processing

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Appwrite will Process Personal Data for the duration of the Agreement unless otherwise agreed upon in writing.

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Name
- Email
- Phone number
- Address
- Any other Personal Data or information that the Customer decides to provide to the Appwrite or the Services.

The Customer and the Data Subjects shall provide the Personal data to Appwrite by supplying the Personal data to Appwrite's Service.

For the avoidance of doubt, the information subject to the Appwrite's privacy policy (e.g., log-in details) available here: https://appwrite.io/privacy shall not be subject to the terms of this DPA.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects:

- Customers
- Customer's end users
- Customer's employees
- Customer's clients

The frequency of the transfer - One-off

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period. - As described in this DPA and/or the Agreement

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing - As detailed in Schedule 2.

Schedule 2 – Sub–processor list

Entity Name	Sub-Processing Activities	Country of hosting
Appwrite and its subsidiaries and affiliates.	Provision of the Services and support.	USA and Israel
Typeform	Support	USA
Stripe	Payment processing	USA & EU
Help Scout	Support	USA & EU
DigitalOcean	Cloud infrastructure	USA & EU
Swag.com	Only when purchasing Swag	USA
Sendgrid	Two factor authentication	US

Sentry.io	Error monitoring	US & EU
Activetrail	Two factor authentication - Israel	Israel
SMS.to	Two factor authentication	EEA
Userlist	Mailing list	USA
Attio	CRM	UK & EU

Schedule 3 – Standard contractual

EU SCCs

If the Processing of Personal Data includes transfers from the EU to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Chapter V of the GDPR. The Parties hereby agree to execute the Standard Contractual Clauses as follows:

a) The Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) as applicable, will apply, with respect to restricted transfers between Customer and Appwrite that are subject to the GDPR.

b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Appwrite (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 13: the relevant option applicable to the Customer, as informed by Customer to Appwrite; (v) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of Ireland, as their choice of forum and jurisdiction.

c) Annex I.A: With respect to Module Two: (i) Data Exporter is Customer as a data controller and (ii) the Data Importer is Appwrite as a data processor. With respect to Module Three: (i) Data Exporter is Customer as a data processor and (ii) the Data Importer is Appwrite as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.

d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule

1 (Details of the Processing) of this DPA.

e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.

f) Annex II of the Standard Contractual Clauses shall be completed as described in the Security Documentation.

g) Annex III of the Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.

UK SCCs

If the Processing of Personal Data includes transfers from the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018. The Parties hereby agree to execute the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as follows:

a) The UK Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) if applicable, will apply with respect to restricted transfers between Customer and Appwrite that are subject to the GDPR.

b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Appwrite (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of England and Wales; and (v) In Clause 18(b) the Parties choose the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts, as their choice of forum and jurisdiction. Which Parties may end this Addendum as set out in Section 19: Importer and/or Exporter, in accordance with the agreed terms of the DPA.

c) Annex I.A: With respect to Module Two: Data Exporter is Customer as a data controller and the Data Importer is Appwrite as a data processor. With respect to Module Three: Data Exporter is Customer as a data processor and the Data Importer is Appwrite as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these UK Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.

d) Annex I.B of the UK Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.

e) Annex I.C of the UK Standard Contractual Clauses shall be completed as follows: The

competent supervisory authority is the ICO supervisory authority.

f) Annex II of the UK Standard Contractual Clauses shall be completed as described in the Security Documentation.

g) Annex III of the UK Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.