turbopuffer Inc.
Data Processing Addendum

This Data Processing Addendum (" **DPA**") forms part of the turbopuffer Terms of Service available at http://turbopuffer.com/tos, or if different, the other written agreement between turbopuffer and Customer for turbopuffer's provision of services to Customer (the "**Agreement**"). In the event of any conflict between the terms of this DPA and the Agreement, the terms of this DPA shall prevail to the extent of any such conflict.

1. **Definitions.** For purposes of this DPA, the following terms shall have the meanings ascribed to them herein. Other terms capitalized but not defined in this DPA shall have the meanings given to them in the Agreement.

    1.1. "**CCPA**" means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any regulations promulgated thereunder, in each case, as amended from time to time.

    1.2. "**Controller**" or "**Business**" shall have the meaning given to it under any applicable Privacy Law.

    1.3. "**Customer Personal Data**" means Customer Data that constitutes Personal Data.

    1.4. "**Data Subject**" means an identified or identifiable natural person to whom Customer Personal Data relates.

    1.5. "**GDPR**" means, as applicable and as amended from time to time (a) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**") in the European Union ("**EU**") or (b) the EU GDPR as it forms part of United Kingdom ("**UK**") law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) ("**UK GDPR**"), in each case, including any applicable national implementing or supplementary legislation (e.g., the UK Data Protection Act 2018).

    1.6. "**Sale**" shall have the meaning given to it under any applicable Privacy Law.

    1.7. "**Share**" shall have the meaning given to it under the CCPA.

    1.8. "**Personal Data**" means any information that constitutes "personal data," "personal information," "personally identifiable information," or information within the scope of any analogous term under any Privacy Law.

    1.9. "**Personal Data Breach**" means a breach of turbopuffer's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data in turbopuffer's possession or control.

    1.10. "**Processor**" or "**Service Provider**" shall have the meaning given to it under any applicable Privacy Law.

    1.11. "**Privacy Laws**" means the privacy and data protection laws and regulations of any jurisdiction that apply to turbopuffer's Processing of Customer Personal Data pursuant to the Agreement, including, as applicable, the GDPR, CCPA and other U.S. state privacy laws.

    1.12. "**Processing**," "**Process**," and "**Processed**" means any operation or set of operations that are performed on Personal Data or on sets of Personal Data, whether or not by automated means. Where applicable, Processing, Process, and Processed shall be interpreted consistent with the same or similar term under the Privacy Laws.

    1.13. "**Restricted Transfer**" means a transfer of Customer Personal Data to an importer located in (a) where the EU GDPR applies, any country or territory outside the European Economic Area that does not benefit from an applicable adequacy decision from the European Commission described in Chapter 45 of the GDPR (an "**EU Restricted Transfer**") or (b) where the UK GDPR applies, any

country or territory outside the UK that does not benefit from an applicable adequacy decision from the UK Government (a "**UK Restricted Transfer**").

1.14. "**SCCs**" means the clauses annexed to the EU Commission Implementing Decision 2021/914, as amended or replaced from time to time. means the standard contractual clauses approved by the European Commission pursuant to implementing Decision (EU) 2021/914, as implemented in accordance with Section 6.

1.15. "**Subprocessor**" means any third-party engaged directly or indirectly by or on behalf of turbopuffer to Process Customer Personal Data in turbopuffer's possession or control.

1.16. "**Supervisory Authority**" has the meaning given to it in the GDPR.

1.17. "**UK Addendum**" means the template addendum to the SCCs issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B.1.0, in force March 21, 2022), as it is revised under Section 18 of the Mandatory Clauses included in Part 2 thereof (the "**UK Mandatory Clauses**").

2. Scope, Roles, and Termination.

2.1. <u>Applicability</u>. This DPA applies only to turbopuffer's Processing of Customer Personal Data to provide the Service to Customer pursuant to the Agreement as described in in Appendix A to this DPA, and only to the extent such Processing is subject to the GDPR, CCPA or other Privacy Laws that require a Controller to contractually impose data protection obligations on a Processor.

2.2. <u>Roles of the Parties</u>. For the purposes of the Agreement and this DPA, Customer is, or is a Processor acting on behalf of, the Party responsible for determining the purposes and means of Processing Customer Personal Data as the Controller or Business, as applicable, and appoints turbopuffer as a Processor or Service Provider, as applicable, to Process Customer Personal Data on behalf of Customer for the limited and specific purposes set forth in Appendix A.

3. Compliance.

3.1. <u>Compliance with Obligations</u>. Turbopuffer shall (a) comply with its obligations under Privacy Laws, (b) provide the level of privacy protection required by Privacy Laws, and (c) notify Customer of any determination by turbopuffer that turbopuffer can no longer meet its obligations under Privacy Laws. Upon the reasonable request of Customer, turbopuffer shall use commercially reasonable efforts to make available to Customer all information in turbopuffer's possession necessary to demonstrate turbopuffer's compliance with this DPA and Privacy Laws.

3.2. <u>Compliance Assurance</u>. Customer has the right to take reasonable and appropriate steps in accordance with this Section 3 to ensure that turbopuffer uses Customer Personal Data consistent with Customer's obligations under applicable Privacy Laws and this DPA and to stop and remediate any unauthorized use of Customer Personal Data by turbopuffer.

3.3. <u>Audit.</u> turbopuffer shall cooperate with audits (including inspections) of turbopuffer's technical and organizational measures as mandated by a Supervisory Authority or to verify compliance with Customer's obligations under Privacy Laws and turbopuffer's compliance with this DPA, provided that such audits shall be performed (a) at Customer's sole cost and expense, (b) by Customer or a qualified and independent third-party auditor appointed by Customer, (c) according to a recognized audit standard or framework, (d) subject to a non-disclosure agreement acceptable to turbopuffer in respect of information made available to audit participants, (e) during normal business hours and no more than once in any calendar year during the term of the Agreement unless Customer is required to perform the audit under Privacy Law, (f) in accordance with turbopuffer's safety, security or other relevant policies, and (g) without unreasonably interfering with turbopuffer's business activities. turbopuffer may

suspend the audit or inspection or withhold requested information until Customer has confirmed the lawfulness of its audit requests and instructions in writing. Customer shall not conduct any scans or technical or operational testing of turbopuffer's applications, websites, Service, networks, or systems without turbopuffer's prior approval. Customer shall promptly provide turbopuffer with a copy of any report created by an independent auditor engaged by Customer in respect of such an audit. This Section shall not be construed to require turbopuffer to violate a duty of confidentiality to any third-party. If the controls or measures to be assessed in the requested audit are assessed in an audit performed by a qualified and independent third-party auditor pursuant to a recognized audit control standard or framework within twelve (12) months of Customer's audit request and turbopuffer has confirmed in writing that there have been no known material changes to the controls audited by such audit, Customer agrees to accept the auditor's report regarding such audit ("**Audit Report**") in lieu of requiring an audit of such controls or measures. Such Audit Report and any other information obtained by Customer in connection with an audit under this DPA shall constitute confidential information of turbopuffer, which Customer shall use only for the purposes of confirming compliance with the requirements of this DPA or performing Customer's obligations under Privacy Laws. turbopuffer shall provide Customer with any relevant Audit Report upon Customer's written request.

4. **Restrictions on Processing.**

   4.1. <u>Limitations on Processing.</u> turbopuffer will Process Customer Personal Data solely in accordance with Customer's instructions and the Agreement or as required by applicable laws (or in the case of Customer Personal Data subject to the GDPR, the laws of the UK or EU, as applicable, to which turbopuffer is subject). The Agreement and Customer's use of the Service's settings and features in accordance with the Agreement are the complete expression of such instructions, and Customer's additional instructions shall be binding on turbopuffer only pursuant to an amendment to this DPA signed by both Parties. turbopuffer shall immediately notify Customer if, in turbopuffer's opinion, Customer's instructions infringe Privacy Laws. Except as permitted by applicable Privacy Laws, the Agreement, or this DPA, turbopuffer is prohibited from (i) selling or sharing Customer Personal Data, (ii) retaining, using, or disclosing Customer Personal Data for any purpose (including any "commercial purpose", as defined by the CCPA) other than for the specific purpose of carrying out Customer's instructions described in this Section 4.1, (iii) retaining, using, or disclosing Customer Personal Data outside of the direct business relationship between the Parties, and (iv) combining Customer Personal Data with Personal Data obtained from, or on behalf of, sources other than Customer.

   4.2. <u>Confidentiality</u>. turbopuffer shall ensure that its personnel, agents, and Subprocessors are subject to a duty of confidentiality with respect to Customer Personal Data.

   4.3. <u>Subprocessors</u>. Customer hereby authorizes turbopuffer to engage Subprocessors. turbopuffer's current Subprocessors are listed on at https://turbopuffer.com/docs/security or such other web page as turbopuffer may make available to Customer from time to time (the "**Subprocessor Page**"). Th Subprocessor Page is incorporated into this DPA by this reference. Turbopuffer shall notify Customer of any intended changes concerning the use of new Subprocessors not listed on the Subprocessor Page as of the date Customer accepted the Agreement. turbopuffer may give such notification by updating the Subprocessor Page, provided turbopuffer makes available a mechanism by which Customer can subscribe to receive automated notifications of such updates. turbopuffer shall ensure that turbopuffer's Subprocessors who Process Customer Personal Data on turbopuffer's behalf agree in writing to the same or equivalent restrictions and

requirements that apply to turbopuffer in this DPA with respect to Customer Personal Data. Customer may object in writing to turbopuffer's appointment of a new Subprocessor on reasonable data protection grounds by notifying turbopuffer in writing within ten (10) business days of receipt of notice in accordance with this Section 4.3. In the event of such Customer objection, the Parties shall discuss Customer's concerns in good faith with a view to achieving a commercially reasonable resolution of Customer's objection. If the Parties have not resolved such objection to their mutual satisfaction within a timeframe acceptable to Customer, Customer's sole and exclusive remedy shall be to terminate the Agreement and cancel the Service no later than 90 days after Customer's receipt of the initial notice of Subprocessor engagement by notifying turbopuffer in writing of such termination and paying turbopuffer for all amounts due and owing under the Agreement as of the date of such termination. Such termination shall take effect on the first date as of which turbopuffer has received such timely notice and payment.

5. **Compliance Assistance**

5.1. Customer is solely responsible for responding to requests of Data Subjects to exercise their rights under Privacy Laws with respect to Customer Personal Data ("**Data Subject Request**"). Taking into account the nature of the Processing, and the information available to turbopuffer, turbopuffer shall provide Customer, including, as appropriate, by implementing technical and organizational measures, with such information and assistance as Customer may reasonably request to fulfill its own obligations under Privacy Laws in relation to turbopuffer's Processing of Customer Personal Data, including in relation to (a) the security of Customer Personal Data, (b) the investigation and reporting of Personal Data Breaches, (c) the demonstration of turbopuffer's compliance with this DPA, (d) compliance with Data Subject Requests; and (e) the performance of any data protection assessments and consultations with Supervisory Authorities or other government authorities, including those required under Articles 35 and 36 of the GDPR.

5.2. turbopuffer shall not be obligated to respond to any Data Subject Request but may instruct the Data Subject to submit the request to Customer.

6. **International Data Transfers**

6.1. By signing this DPA, the Parties enter into, and with respect to any EU Restricted Transfer resulting from the performance of the Agreement, agree to comply with their obligations under, Module 2 (controller-to-processor) of the SCCs and, to the extent Customer is a Processor on behalf of a third-party Controller, Module 3 (Processor-to-Subprocessor) of the SCCs, which Modules 2 and 3 are hereby incorporated by this reference and completed as follows: the "data exporter" is Customer; the "data importer" is turbopuffer; the optional docking clause in Clause 7 does not apply; Option 2 of Clause 9(a) is implemented and the time period therein is as specified in Section 4.3 of this DPA and the list of Subprocessors already authorized by the data exporter shall be the list on the Subprocessor Page as of the date Customer accepted the Agreement; the optional redress clause in Clause 11(a) is struck; in Clause 13, all square brackets are removed with the text remaining; Option 1 in Clause 17 is implemented and the governing law in relation to any EU Restricted Transfer is the law of Ireland; the courts in Clause 18(b) in relation to an EU Restricted Transfer are the Courts of Dublin, Ireland; Annex I and II to module 2 of the SCCs are Appendix A and B to this DPA respectively; Annex III and Option 1 to the Appendix to the SCCs do not apply; and Part C of Annex I to the Appendix to the SCCs is populated to provide that the competent Supervisory Authority shall be (a) where Customer is established in an EU Member State, the Supervisory Authority of that EU Member State; (b) where Customer is not established in an EU Member State but is subject to the EU GDPR under Article 3(2) and has appointed an EU representative under Article 27 of the GDPR, the Supervisory Authority of the EU Member State in which Customer's EU representative is based;

or (c) where Customer is not established in an EU Member State but is subject to the EU GDPR under Article 3(2) and has not appointed an EU representative under Article 27 of the GDPR, the Supervisory Authority of one of the EU Member States in which Data Subjects whose Personal Data is transferred in the Restricted Transfer in relation to the offering of goods or services to them, or whose behavior is monitored, are located, which Supervisory Authority must be confirmed in a written notice from Customer to turbopuffer. Nothing in the Agreement shall limit either Party's liability to Data Subjects under the third-party beneficiary provisions of the SCCs.

6.2. The Parties agree to the following operational clarifications regarding the SCCs:

6.2.1. When complying with its transparency obligations under Clause 8.3 of the SCCs, Customer agrees that it shall not provide or otherwise make available, and shall take all appropriate steps to protect, turbopuffer's and its licensors' trade secrets, business secrets, confidential information and/or other commercially sensitive information.

6.2.2. For the purposes of Clause 10(a) of Module Three of the SCCs, Customer acknowledges and agrees that there are no circumstances in which it would be appropriate for turbopuffer to notify any third-party Controller of any Data Subject Request and that any such notification shall be the sole responsibility of Customer.

6.2.3. For the purposes of Clause 15.1(a) of the SCCs, except to the extent prohibited by applicable law and/or the relevant public authority, as between the Parties, Customer agrees that it shall be solely responsible for making any notifications to relevant Data Subject(s) if and as required.

6.2.4. The terms and conditions of Section 4.3 of the DPA apply in relation to turbopuffer's appointment and use of Subprocessors under the SCCs. Any approval by Customer of turbopuffer's appointment of a Subprocessor that is given expressly or deemed given pursuant to the DPA constitutes Customer's documented instructions to effect disclosures and onward transfers to any relevant Subprocessors as required under Clause 8.8 of the SCCs.

6.2.5. The audits described in Clauses 8.9(c) and 8.9(d) of the SCCs shall be subject to any relevant terms and conditions detailed in Section 3.3 of the DPA.

6.2.6. Certification of deletion of Customer Personal Data as described in Clauses 8.5 and 16(d) of the SCCs, shall be provided only upon Customer's written request.

6.3. In respect of any UK Restricted Transfer from Customer to turbopuffer, the Parties shall be bound by the SCCs as set forth in Section 6.2 and such SCCs are hereby deemed to be modified to address the requirements of the UK GDPR in accordance with UK Addendum, which the Parties enter into by signing this DPA and which is hereby incorporated by this reference and populated in accordance with this Section 6.3. As permitted by Section 17 of the UK Mandatory Clauses, the Parties agree that the manner of the presentation of the information included in the UK Addendum as set out in this Section 6.3 shall not operate or be construed to reduce the Appropriate Safeguards (as defined in the UK Mandatory Clauses). With respect to Part 1 of the UK Addendum, as permitted by Section 17 thereof, (A) Tables 1, 2 and 3 to the UK Addendum are populated with the corresponding details set out in Annex A to this DPA, subject to the variations effected by the UK Mandatory Clauses, and (B) Table 4 to the UK Transfer Addendum is populated by the box labeled 'Data Importer' being ticked. With respect to Part 2 to the UK Transfer Addendum, the Parties shall be bound by the UK Mandatory Clauses thereof.

6.4. If turbopuffer's compliance with Privacy Laws applicable to international data transfers is affected by circumstances outside of turbopuffer's control, including if a legal instrument for international data transfers is invalidated, amended, or replaced, then Customer and turbopuffer will work together in good faith to reasonably resolve such non-compliance. In the event that additional, replacement or alternative standard contractual clauses or UK standard contractual clauses are approved by supervisory authorities, turbopuffer reserves the right to amend the Agreement and this DPA by adding to or replacing, the standard contractual clauses or UK standard contractual clauses that form part of it at the date of signature in order to ensure continued compliance with Privacy Laws.

7. **Deletion of Customer Personal Data.**

    7.1.   Upon direction by Customer, and in any event no later than 30 days after receipt of a request from Customer, turbopuffer shall promptly delete Customer Personal Data as directed by Customer, unless turbopuffer is required by law to retain such data, in which case turbopuffer shall, on an ongoing basis, isolate and protect the security and confidentiality of such Personal Data and prevent any further processing except to the extent required by such law and shall destroy or return to Customer all other Personal Data not required to be retained by turbopuffer by law.

8. **Security.**

    8.1.   Turbopuffer and Customer shall implement and maintain technical and organizational measures designed to protect Customer Personal Data from Personal Data Breaches that are appropriate to the nature of the Customer Personal Data. Such measures shall include those listed in Appendix B and any others that turbopuffer is required to maintain under Privacy Laws.

    8.2.   Upon becoming aware of a Personal Data Breach, turbopuffer shall notify Customer of the same without undue delay and shall provide updates and information relating to the Personal Data Breach as is reasonably requested by Customer. turbopuffer's notification of or response to a Personal Data Breach shall not be construed as turbopuffer's acknowledgement of any fault or liability with respect to the Personal Data Breach.

9. **Sale of Data.**

    9.1.   The Parties acknowledge and agree that the exchange of Personal Data between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Agreement or this DPA.

10. **Changes to Applicable Privacy Laws.**

    10.1.   The Parties agree to negotiate in good faith any additional agreements, or amendments to this DPA, required to comply with any applicable Privacy Law.

Appendix A - Description of the Transfer and Processing Details

A. **LIST OF PARTIES**

Data exporter:

- Name: Customer, as identified in the Order
- Address: As identified in the Order
- Contact person's name, position and contact details: As identified in the Order
- Activities relevant to the data transferred under these Clauses: Customer receives turbopuffer's services as described in the Agreement and turbopuffer Processes Personal Data on behalf of Customer in that context.
- Signature and date: See Order
- Role (controller/processor): Controller, or Processor on behalf of third-party Controller

Data importer:

- Name: turbopuffer (as defined above)
- Address: 135 Laurier Ave, Ottawa, ON K1P 5J2, Canada
- Contact person's name, position and contact details: Simon Eskildsen, CEO, simon@turbopuffer.com
- Activities relevant to the data transferred under these Clauses: Turbopuffer provides its services to Customer as described in the Agreement and Processes Personal Data on behalf of Customer in that context.
- Signature and date: See Order
- Role (controller/processor): Processor on behalf of Customer, or Subprocessor on behalf of third-party Controller

Nature of the Processing	Storage, indexing, search, and retrieval.
Purpose(s) of the Processing	To provide the Service.
Categories of Data Subjects	Customer's current, former and/or prospective customers, partners, vendors, and business contacts.
Categories of Personal Data	Determined by Customer and may include any category of personal data other than Prohibited Data
Types of Customer Personal Data Subject to Processing	Determined by Customer and may include any category of Customer Personal Data other than other than Prohibited Data
Duration of Processing	For the term of the Agreement.
Categories of Sensitive Data (and applied restrictions or safeguards).	N/A. See the provisions of the Agreement re Prohibited Data.

- The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): *On a continuous basis.*
- Nature of the processing: Customer has requested that turbopuffer provides the Service in accordance with the Agreement and the DPA.
- Purpose(s) of the data transfer and further processing: The purpose of the Processing is included in the Agreement and the DPA.
- The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: *Personal Data will be retained for as long as necessary taking into account the purpose of the Processing, and in compliance with applicable laws, including laws on the statute of limitations and Privacy Laws.*
- For transfers to (Sub)Processors, also specify subject matter, nature and duration of the processing: *For the subject matter and nature of the Processing, reference is made to the Agreement and this DPA. The Processing will take place for the duration of the Agreement.*

B.   COMPETENT SUPERVISORY AUTHORITY

Except as otherwise provided in this DPA:

- The competent authority for the Processing of Personal Data relating to data subjects located in the EU is the Supervisory Authority of Ireland.
- The competent authority for the Processing of Personal Data relating to data subjects located in the UK is the UK Information Commissioner.

Appendix B – Security Measures

turbopuffer maintains security measures which are designed to protect the confidentiality, integrity, and availability of Customer Personal Data. These measures are audited against the American Institute of Certified Public Accountants (AICPA) Trust Services Criteria for security and availability.