DATA TRANSFER AND ADDITIONAL JURISDICTION SPECIFIC TERMS ANNEX

TO THE DATA PROCESSING AGREEMENT

Version 14 August, 2025

Section I Transfers of Personal Information

Article 1 Transfers of Personal Information to Countries outside of the EU/EEA or Switzerland

1.1.   To the extent global access in accordance with Clause 6 of the Data Processing Agreement involves a Transfer of Personal Information subject to cross-border transfer restrictions under Applicable European Data Protection Law, to countries outside of the EU/EEA or Switzerland that have not received an adequacy decision, such Transfers are subject to (i) Oracle's Binding Corporate Rules for Processors or BCR-p (also referred to as "**the Oracle Processor Code**") and (ii) Module 2 of the EU Standard Contractual Clauses (Controller to Processor) attached in **Exhibit A** hereto, or, as appropriate, Module 3 of the EU Standard Contractual Clauses (Processor to Processor) attached in **Exhibit B** hereto and/or successor or alternative model clauses approved by the European Commission.

The most current version of Oracle's Binding Corporate Rules for Processors (Oracle Processor Code) is available on https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing, and is incorporated by reference into the Services Agreement and the Data Processing Agreement. Oracle has obtained EEA authorization for its Binding Corporate Rules for Processors (the Oracle Processor Code) and will maintain such authorization for the duration of the Services Agreement. Transfers to Third Party Subprocessors shall be subject to security and data privacy requirements consistent with Oracle's Binding Corporate Rules for Processors (Oracle Processor Code), the terms of the Data Processing Agreement and this Data Transfer and Jurisdiction Specific Terms Annex.

1.2.   To the extent applicable with regard to the processing of Swiss Personal Information, the Parties wish to clarify that (1) references to EU Member States in the EU Standard Contractual Clauses in place in accordance with 1.1. above shall not be interpreted in such a way that data subjects in Switzerland are excluded from exercising their rights at their habitual residence in Switzerland, and (2) the Swiss Regulator is the competent authority for the purposes of the Data Processing Agreement.

1.3.   The Parties wish to establish additional safeguards for their data transfers outside of the EU/EEA or Switzerland in consideration of the Court of Justice of the European Union Schrems II ruling of 16 July 2020 (Case C-311/18), and therefore an annex describing supplementary measures is attached as Annex 4 to the applicable EU Standard Contractual Clauses.

1.4.   The transfer safeguards applied under this Article 1 shall also extend to the Transfer outside the EU/EEA or Switzerland of Non-Personal Information (including Metadata) that ensues from Oracle Cloud Services hosted in the EU/EEA.

Article 2 Transfers of Personal Information to Countries outside of the United Kingdom

To the extent global access in accordance with Clause 6 of the Data Processing Agreement involves a Transfer of Personal Information subject to cross-border transfer restrictions under Applicable UK Data Protection Law, to countries outside the United Kingdom not covered by an Adequacy Decision by the UK Government, such transfers are subject to the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses (Controller to Processor), attached in **Exhibit A** hereto, or, as appropriate,

the terms of Module 3 (Processor to Processor) of the EU Standard Contractual Clauses, attached as **Exhibit B** hereto, as supplemented by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses version B1.0 (Controller to Processor), attached in **Exhibit C** hereto or, as appropriate in **Exhibit D** hereto (Processor to Processor).

Article 3 Transfers of Personal Information outside of Serbia

To the extent global access in accordance with Clause 6 of the Data Processing Agreement involves a Transfer of Personal Information subject to cross-border transfer restrictions under Serbian Data Protection Law, to countries outside of Serbia that have not received an adequacy decision from the Serbian Government, such Transfers are subject to the Serbian Standard Contractual Clauses attached in **Exhibit E** hereto.

Article 4 Transfers of Personal Information outside of Turkey

To the extent global access in accordance with Clause 6 of the Data Processing Agreement involves a Transfer of Personal Information subject to cross-border transfer restrictions under Turkish Data Protection Law, to countries outside of Turkey that have not been determined to have adequate protection by the Personal Data Protection Board, such Transfers are subject to the Turkish Standard Contractual Clauses (Controller to Processor) attached in **Exhibit F** hereto.

Article 5 Transfers of Personal Information outside of the Kingdom of Saudi Arabia

To the extent global access in accordance with Clause 6 of the Data Processing Agreement involves a Transfer of Personal Information subject to cross-border transfer restrictions under Kingdom of Saudi Arabia Data Protection Law to a country that has not been determined to have adequate protection by the Saudi Data & AI Authority (SDAIA), such Transfers are subject to the Kingdom of Saudi Arabia Standard Contractual Clauses (Controller to Processor) attached in **Exhibit G** hereto.

Article 6 Transfers of Personal Information outside of Argentina

To the extent global access in accordance with Clause 6 of the Data Processing Agreement involves a Transfer of Personal Information subject to cross-border transfer restrictions under Argentinian Data Protection Law to a country that has not received a binding adequacy decision by the National Directorate for Personal Data Protection or its successor, the Access to Public Information Agency, such Transfers are subject to:

a) the terms of the Argentinian Model Clauses (Controller to Processor), including a description of Transfer, attached as **Exhibit H** hereto; or

b) available binding and appropriate Transfer mechanisms that provide an adequate level of protection in compliance with Argentinian Data Protection Law, such as Oracle's approved Binding Corporate Rules for Processors.

Article 7 Transfers of Personal Information outside of Brazil

To the extent global access in accordance with Clause 6 of the Data Processing Agreement involves a Transfer of Personal Information subject to cross-border transfer restrictions under Brazilian Data Protection Law outside Brazil to a country that has not received a binding adequacy decision by the Brazil National Data Protection Authority (ANPD), such Transfers are subject to the terms of the Brazilian Standard Contractual Clauses (Controller to Processor), including a description of Transfer, attached as **Exhibit I** hereto.

Article 8 Miscellaneous Provisions

8.1. In the event of conflict between this Data Transfer and Jurisdiction Specific Terms Annex and the Data Processing Agreement the former shall prevail. The terms of this Data Transfer and Jurisdiction Specific Terms Annex and Exhibits hereto shall be read in conjunction with the terms of the DPA.

8.2. The relevant Oracle Affiliate(s) acting as Data Importers has/have mandated the Oracle Affiliate that contracts with the Customer to act in their name and on their behalf in executing or incorporating by reference into the Services Agreement the additional country specific terms contained in the Data Transfer and Jurisdiction Specific Terms Annex.

Section II Additional Jurisdiction Specific Terms

Article 1. Israel

This Section II.1 applies to Oracle's Processing of Personal Information on Your behalf, within the scope of the Israeli Protection of Privacy Law, 1981 and/or the regulations enacted thereunder (collectively the "**PPL**") as a Processor for the provision of the Services specified in Your Services Agreement. This Section II.1 supplements the terms of the Data Processing Agreement and the terms here should be read in conjuction with the terms of the Data Processing Agreement. You hereby agree to the following:

1.1.   Processing of Personal Information (including, without limitation, hosting/retaining) by Oracle on Your behalf for provision of the Services, is in line with the lawful purposes established by You for any database (as defined under the PPL) retained by Oracle under Your Services Agreement (the "**Databases**"). Oracle is not responsible for determining the legality of such purposes nor liable for any Processing carried out in reliance on Your representations herein.

1.2.   The engagement with Oracle under the Services Agreement constitutes an authorization to Oracle by You to process any Personal Information included in the Databases for provision of the Services under the applicable Services Agreement.

1.3.   Any Personal Information included in the Databases was created, received, accumulated or collected by You in accordance with any applicable law, including the PPL.

1.4.   You are responsible for complying and have complied with all registration and/or notification requirements vis-à-vis the applicable authorities with respect to all of the Databases (including registering the purpose of Direct Mailing Services (as defined under the PPL, if applicable)).

1.5.   Any Personal Information shall be retained in any of the Databases only for as long as necessary to fulfill the lawful purpose for which it was collected in accordance with the PPL.

1.6.   In the event that any Database is used by you for Direct Mailing Services (as defined under the PPL): (i) You are responsible for maintaining a record indicating the source from which each data collection used for such Database was obtained and the date of its receipt, and (ii) You are responsible for tracking and documenting to whom each data collection was delivered.

1.7.   You are responsible for complying with any request of an Individual to (i) be deleted from a Database used for Direct Mailing (as defined under the PPL), or (ii) to restrict the delivery of Personal Information related to him/her to a person/entity, to a type of persons/entities or to specific persons, for either a limited period of time or permanently, with respect to Databases You control and which are used for Direct Mailing Services (as defined under the PPL) or from which Direct Mailing was issued to the data subject.

1.8.   Any cross-border Transfer of Personal Information included in any Databases was or will be carried out in accordance with the PPL.

1.9.   You will notify the applicable Regulators of any Information Breach with respect to the Databases in accordance with the requirements of the PPL. Upon request, You will provide Oracle with evidence of compliance with this requirement.

2.   California Consumer Privacy Act

To the extent that You are subject to the CCPA, the Parties agree that the following terms shall apply in addition to the terms set forth in the Data Processing Agreement:

Oracle is a Service Provider in respect to Personal Information processed in performance of the Services. Oracle will not: (a) Sell or Share any Personal Information; (b) retain, use, or disclose any Personal Information (i) for any purpose other than for the Business Purposes specified in the Services Agreement, including for any Commercial Purpose, or (ii) outside of the direct business relationship between Oracle and You; or (c) combine Personal Information received from or on behalf of You with Personal Information received from or on behalf of any third party, or collected from Oracle's own interaction with Individuals, except to perform a Business Purpose that is permitted by the CCPA and the Services Agreement. Oracle will notify You of its use of Oracle Affiliates and Third Party Subprocessors in accordance with Section 5 of the Data Processing Agreement; and ensure Oracle Affiliates and Third Party Subprocessors are subject to applicable written agreements per Section 5 of the Data Processing Agreement. The parties acknowledge that the Personal Information You disclose to Oracle is provided only for the limited and specified Business Purposes set forth in the Services Agreement. Oracle shall provide the same level of protection to Personal Information as required by the CCPA and as more fully set out in the Services Agreement. You may take such reasonable steps as may be necessary (a) to remediate Oracle's unauthorized use of Personal Information, and (b) to ensure that Personal Information is used in accordance with the terms of the Data Processing Agreement by exercising Your rights under Section 8 of the Data Processing Agreement. Oracle shall notify You if it makes a determination that it is not able to meet its obligations under the CCPA in connection with its provision of the Services.

Section III Definitions

1. **"Applicable Data Protection Law"**, "**CCPA**", **"European Data Protection Law", "Individual", "Information Breach", "Personal Information", "Processing", "Regulator", "Services", "Transfer",** "**UK Data Protection Law"** shall all have the same meaning as in the Data Processing Agreement;

2. **"Argentinian Data Protection Law"** shall mean the Personal Data Protection Act, Act No. 25.326 of 2000;

3. "**Argentinian Model Clauses**" shall mean, for Controller to Processor Transfers, the Model Agreement of International Transfer of Personal Data for the Provision of Services (*Contrato modelo de transferencia internacional de datos personales con motivo de la prestación de servicios*) approved by the National Directorate for Personal Data Protection through Disposition No. E-60/2016, or any successor standard contractual clauses that may be adopted by the Access to Public Information Agency or any successor thereof;

4. **"Brazilian Data Protection Law"** shall mean Federal Law no. 13,709/2018 (*A Lei Geral de Proteção de Dados Pessoais)*;

5. "**Brazil Standard Contractual Clauses**" shall mean, for Controller to Processorr transfers, the standard contractual clauses annexed to Resolution No. 19/2024, approved by the Brazil National Data Protection Authority (ANPD) for international data transfers to third countries or any successor standard contractual clauses issued by the ANPD or any successor thereof;

9.6. "**Kingdom of Saudi Arabia Data Protection Law**" shall mean the Saudi Arabia Personal Data Protection Law issued pursuant to Royal Decree No. (M/19) dated 9/2/1443 AH, as amended from time to time, and its implementing regulations;

7. **"Kingdom of Saudi Arabia Standard Contractual Clauses"** shall mean either the template Standard Contractual Clauses on Transfer from Data Controller to Data Processor;

8. **"Metadata"** shall mean a structured description of the contents or the use of data facilitating the discovery or use of that data;

9. "**Non-Personal Information**" shall mean data other than Personal Information;

10. "**Oracle Binding Corporate Rules for Processors**" or "**Oracle Processor Code**" means Oracle's Privacy Code for Processing Personal Information of Customer Individuals.

11. **"Serbian Data Protection Law"** shall mean the Law on Personal Data Protection (*Zakon o zaštiti podataka o ličnosti*; Official Gazette of the Republic of Serbia, no 87/2018);

12. "**Serbian Model Clauses**" shall mean the Standard Contractual Clauses issued on 16 January 2020 by the Serbian Commissioner for Information of Public Importance and Personal Data Protection;

13. **"Service Provider", "Sell", "Share", "Business Purpose",** and **"Commercial Purpose"** have the meaning set forth under the CCPA.

14. **"Turkish Data Protection Law"** shall mean the Law on the Protection of Personal Data no 6698 dated April 7, 2016, and its implementing regulations;

15. "**Turkish Standard Contractual Clauses**" shall mean the template Standard Contractual Clauses on Transfer from Data Controller to Data Processor (*Kişisel Verilerin Yurt Dışına Aktarılmasında Kullanılacak Standart Sözleşme – 2, Veri Sorumlusundan Veri İşleyene*) as will be notified by Oracle to the Turkish Data Protection Authority (Kişisel Verileri Koruma Kurumu).

List of Exhibits:

- **EXHIBIT A:** EU Standard Contractual Clauses for Controller to Processor Transfers
- **EXHIBIT B:** EU Standard Contractual Clauses for Processor to Processor Transfers
- **EXHIBIT C:** Appendix to the EU Standard Contractual Clauses incorporating the UK International Data Transfer Addendum (Controller to Processor)
- **EXHIBIT D:** Appendix to the EU Standard Contractual Clauses incorporating the UK International Data Transfer Addendum (Processor to Processor)
- **EXHIBIT E**: Serbian Model Clauses
- **EXHIBIT F:** Turkish Standard Contractual Clauses (Controller to Processor)
- **EXHIBIT G:** Kingdom of Saudi Arabia Standard Contractual Clauses (Controller to Processor)
- **EXHIBIT H:** Argentinian Model Clauses and Description of Transfer (Controller to Processor)
- **EXHIBIT I:** Brazilian Standard Contractual Clauses (Controller to Processor Transfers)

These Exhibits are available at: https://www.oracle.com/contracts/docs/exhibits-to-data-transfer-annex-.pdf, and are incorporated by reference into this Data Transfer and Additional Jurisdiction Specific Terms Annex and the Data Processing Agreement.