



UK Addendum to Data Processing Agreement (DPA)

UK ADDENDUM TO DATA PROCESSING AGREEMENT

This UK addendum to data processing agreement ("Amendment") is executed upon the date of the last signature ("Amendment Effective Date") by Coupa Software, Inc. ("Coupa") and the customer identified below ("Customer") to amend the data processing agreement ("DPA") pursuant to a master subscription agreement or similarly named agreement governing the use of the Coupa Platform and Hosted Applications by Customer ("Agreement").

This Amendment is incorporated into and subject to the DPA and the Agreement (and the limitation of liabilities set forth therein shall apply to this Amendment) and reflects the parties' agreement with respect to the processing of UK personal data within Customer Data under the Agreement. If there is a conflict between this Amendment and the DPA, this Amendment shall control.

The International Data Transfer Addendum issued by the UK Information Commissioner ("UK Addendum"), to the European Commission's Standard Contractual Clauses (Module 2) ("SCC" or "Approved EU SCCs") set forth as Exhibit A of the DPA, forms an integral part of this Amendment and the DPA. Capitalized terms used but not defined in this Amendment will have the meaning provided in the DPA and the Agreement.

The parties hereby agree to supplement Exhibit A of the DPA containing the SCC with the enclosed UK Addendum terms and any reference in the DPA to the SCC shall henceforward refer to the SCC together with this UK Addendum for the purposes of personal data subject to the UK GDPR.

ACKNOWLEDGED AND AGREED TO:

Customer:

Coupa Software, Inc., on its own behalf and as agent for and on behalf of Coupa Affiliates who are processing Customer Data.

Address:

950 Tower Lane, 20th Floor, Foster City, CA 94404, USA

Signature:

DocuSigned by: [Signature] 298A5BC3573E445...

Name:

Craig Newfield

Title:

Chief Legal Officer

Date:

Privacy contact:

privacy@coupa.com

Supervisory authority:

Information Commissioner's Office (ICO)



UK Addendum to Data Processing Agreement (DPA)

UK Addendum Terms

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

(Version B1.0, in force 21 March 2022)

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date	This Addendum will take effect on the Amendment Effective Date.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Customer (see signature section for further details)	Coupa (see signature section for further details)
Key Contact	see signature section for further details	see signature section for further details

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	The version of the Approved EU SCCs which this Addendum is appended to is as set forth in <u>Exhibit A</u> of the DPA
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Table 3: Appendix Information

"**Appendix Information**" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties:	As per <u>Table 1</u> above
Annex 1B: Description of Transfer:	See <u>Exhibit A</u> to the DPA
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	
Annex III: List of Sub processors (Modules 2 and 3 only):	

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input checked="" type="checkbox"/> neither Party
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Part 2: Mandatory Clauses

Entering into this Addendum

- Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
- Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

- Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2 , including the Appendix Information.
Appendix Information	As set out in Table 3 .
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	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 the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

- This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
- If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
- If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.



7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "*Clauses*" means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:

"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
 - c. Clause 6 (Description of the transfer(s)) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
 - d. Clause 8.7(i) of Module 1 is replaced with:

"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";



- e. Clause 8.8(i) of Modules 2 and 3 is replaced with:
"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"
- f. References to "Regulation (EU) 2016/679", "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 (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;
- g. References to Regulation (EU) 2018/1725 are removed;
- h. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";
- i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";
- l. In Clause 16(e), subsection (i) is replaced with:
"the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;"
- m. Clause 17 is replaced with:
"These Clauses are governed by the laws of England and Wales;"
- n. Clause 18 is replaced with:
"Any dispute arising from these Clauses shall be resolved by 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."; and
- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
18. From time to time, the ICO may issue a revised Approved Addendum which:
- makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.



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19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate, and demonstrable increase in:
- a. its direct costs of performing its obligations under the Addendum; and/or
 - b. its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.
