
DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the Firebolt Agreement (the “**Agreement**”) between you and the Client listed on the Order Terms (as defined in the Agreement) (collectively, “**You**”, “**Your**”, “**Client**”, or “**Data Controller**”) and Firebolt as defined below (“**Firebolt**”, “**Us**”, “**We**”, “**Our**”, “**Service Provider**” or “**Data Processor**”) to reflect the Parties’ agreement with regard to the Processing of Personal Data (as such terms are defined below). Both parties shall be referred to as the “**Parties**” and each, a “**Party**”.

WHEREAS, Firebolt shall provide the services set forth in the Agreement (collectively, the “**Services**”) for Client, as described in the Agreement; and

WHEREAS, 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.
- 1.2 References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated.
- 1.3 Words used in the singular include the plural and vice versa, as the context may require.
- 1.4 Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.
- 1.5 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 Client’s Affiliate(s) which (a) is subject to the Data Protection Laws and Regulations and (b) is permitted to use the Services pursuant to the Agreement between Client and Firebolt, but has not signed its own agreement with Firebolt and is not a “**Client**” as defined under the Agreement.
 - (c) “**Controller**” or “**Data Controller**” means the entity which alone or jointly with others 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 yourself Client and/or the Client’s Authorized Affiliates. With respect to the Indian Data Protection Laws, Data Controller means a “**Data Fiduciary**”.
 - (d) “**Data Protection Laws and Regulations**” means the laws and regulations of the European Economic Area and their Member States, the United Kingdom, Australia, and Singapore applicable to the Processing of Personal Data under the Agreement, including the GDPR, the UK GDPR, the Personal Data Protection Act 2012 of Singapore (“**PDPA**”), the Australian Privacy Act 1988 (Cth), the Indian Data Protection Laws (which include the Information Technology Act, 2000, and any rules, guidelines, and directions issued thereunder, and the Digital Personal Data Protection Act, 2023, along with any rules, regulations, directions, and other guidance issued thereunder, to the extent in force), 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.
 - (e) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates. With respect to the Indian Data Protection Laws, Data Subject shall mean a “**Data Principal**.”
 - (f) “**Firebolt**” means the relevant Firebolt entity of the following Firebolt legal entities: Firebolt

Analytics, Inc; Firebolt Analytics Ltd; Firebolt Analytics Ireland Ltd. and Firebolt Analytics Germany GmbH.

- (g) “**Firebolt Group**” means Firebolt and its Affiliates, and their employees, personnel, contractors and consultants engaged in the Processing of Personal Data.
- (h) “**Member State**” means a country that belongs to the European Union and/or the European Economic Area. “**Union**” means the European Union.
- (i) “**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).
- (j) “**Personal Data**” 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. For the avoidance of doubt, references to “Personal Data” will be taken to be references to “personal information” or as otherwise defined under applicable Data Protection Laws and Regulations, and are only intended to refer to the Personal Data of Data Subjects who are subject to this DPA.
- (k) “**Process(ing)**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, retention, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, sharing, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- (l) “**Processor**” or “**Data Processor**” means the entity which Processes Personal Data on behalf of the Controller; or as otherwise defined under Data Protection Laws and Regulations.
- (m) “**Security Documentation**” means the Security Documentation applicable to the specific Services purchased by Client, as updated from time to time, and as made reasonably available by Firebolt.
- (n) “**Standard Contractual Clauses**” 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.
- (o) “**Sub-processor**” means any Processor engaged by Firebolt and/or a Firebolt Affiliate to Process Personal Data on behalf of Client.
- (a) “**Supervisory Authority**” means any supervisory authority or governmental regulatory body with the power to ensure compliance with Data Protection Laws and Regulations and which supervises matters pertaining to the processing of Personal Data under Data Protection Laws and Regulations.
- (b) “**UK GDPR**” means the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

2. PROCESSING OF PERSONAL DATA

- 2.1 Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of Personal Data, (i) Client is the Data Controller, (ii) Firebolt is the Data Processor and that (iii) Firebolt or members of the Firebolt Group may engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below. Any de-identified or aggregated data derived from the usage of the Services (e.g., metadata, aggregated, analytics information) including any anonymized Client's data (“Aggregated Data”) will be used for development purposes, and/or for statistical

analysis. Such Aggregated Data is the sole and exclusive property of Firebolt. Firebolt reserves the right to utilize this Aggregated Data (including, but not limited to, anonymized content and videos) for research, analysis, and service improvement purposes.

2.2 Client's Processing of Personal Data. Client 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, Client's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Client shall have sole responsibility for the means by which Client acquired Personal Data. Without limitation, Client 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 have any and all required legal bases (including the necessary consents, where applicable) in order to collect, Process and transfer to Firebolt the Personal Data and to authorize the Processing by Firebolt of the Personal Data which is authorized in this DPA. Client shall defend, hold harmless and indemnify Firebolt, 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 Client and/or its authorized users of any Data Protection Laws and Regulations and/or this DPA and/or this Section.

2.3 Firebolt's Processing of Personal Data.

- (i) Subject to the Agreement, Firebolt shall Process Personal Data only in accordance with Client'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 Firebolt and its Affiliates are subject, in which case, Firebolt shall inform the Client of the legal requirement before Processing, unless that law prohibits such information, including 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.
- (ii) To the extent that Firebolt or its Affiliates cannot comply with a request (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind) from Client and/or its authorized users relating to Processing of Personal Data or where Firebolt considers such a request to be unlawful, Firebolt (i) shall inform Client, providing relevant details of the problem, (ii) Firebolt may, without any kind of liability towards Client, 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 Client shall pay to Firebolt all the amounts owed to Firebolt or due before the date of termination. Client will have no further claims against Firebolt (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).
- (iii) Firebolt 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 Firebolt, to the extent that such is a result of Client's instructions.
- (iv) Firebolt 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 Firebolt, to the extent that such is a result of Client's instructions. Firebolt expressly disclaims all responsibility and liability for the accuracy, copyright compliance, legality, or decency of any content provided by the Client to the Services. The Client acknowledges and agrees that it is the Client's sole responsibility to ensure that the use of the Services is permitted under the applicable laws and jurisdictions. The Client shall take all necessary steps to ensure that its use of the Services complies with the relevant legal and regulatory requirements, including Data Protection Laws and Regulations.

3. RIGHTS OF DATA SUBJECTS

3.1 If Firebolt receives a valid request from a Data Subject to exercise its statutory right (as the case may be and as defined under Data Protection Laws and Regulations), for example, to be informed, right of access, or right to rectification or correction, erasure, restriction of Processing, and/or data portability

(“**Data Subject Request**”), Firebolt shall, to the extent legally permitted, promptly notify and forward such Data Subject Request to Client. Taking into account the nature of the Processing, Firebolt shall use commercially reasonable efforts to assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client’s obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent legally permitted, Client shall be responsible for any costs arising from Firebolt’s provision of such assistance.

4. FIREBOLT PERSONNEL

- 4.1 Firebolt 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 Firebolt 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, Firebolt shall inform the Client of the legal requirement before the disclosure, unless that law prohibits such information including 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 Firebolt’s current list of Sub-processors is included in Schedule 2 (“**Sub-processor List**”) and is hereby approved by Data Controller. The Sub-processor List as of the date of execution of this DPA, or as of the date of publication (as applicable), is hereby, or shall be (as applicable), authorized by Client. Client hereby provides a general authorization to appoint new Sub-processors.
- 5.2 Client may subscribe to notifications of new Sub-processors by sending an email to privacy@firebolt.io, and if Client subscribes, Firebolt shall provide notification of any new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.
- 5.3 **Objection Right for New Sub-processors.** Client may reasonably object to Firebolt’s use of a new Sub-processor for reasons related to the Data Protection Laws and Regulations by notifying Firebolt promptly in writing within three (3) business days after receipt of Firebolt’s notice in accordance with the mechanism set out in Section 5.2 and such written objection shall include the reasons related to the Data Protection Laws and Regulations for objecting to Firebolt’s use of such new Sub-processor. Failure to object to such new Sub-processor in writing within three (3) business days following Firebolt’s notice shall be deemed as acceptance of the new Sub-Processor. In the event Client reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Firebolt will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client’s use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Client. If Firebolt is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Firebolt without the use of the objected-to new Sub-processor by providing written notice to Firebolt provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Firebolt. Until a decision is made regarding the new Sub-processor, Firebolt may temporarily suspend the Processing of the affected Personal Data. Client will have no further claims against Firebolt due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.
- 5.4 **Agreements with Sub-processors.** This Section 5 shall not apply to subcontractors of Firebolt 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 Controls for the Protection of Personal Data. Taking into account the state of the art, Firebolt shall maintain all industry-standard and reasonable technical and organizational measures required pursuant to Data Protection Laws and Regulations for the protection of the security (including

protection against unauthorized or unlawful Processing, and against accidental or unlawful destruction, loss, disposal, alteration, or damage, unauthorized use, 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 Client.

- 6.2 Third-Party Certifications and Audits. When allowed by Data Protection Laws and Regulations, and upon Client's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Firebolt shall make available to Client, provided that Client is not a competitor of Firebolt (or to Client's independent, third-party auditor that is not a competitor of Firebolt), a copy or a summary of Firebolt's then most recent third-party audits or certifications, as applicable (provided, however, that such audits, certifications, and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Client to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Firebolt's prior written approval and, upon Firebolt's first request, Client shall return all records or documentation in Client's possession or control provided by Firebolt in the context of the audit and/or the certification). At Client's cost and expense, Firebolt shall allow for and contribute to audits, including inspections of Firebolt, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Firebolt), provided that the parties shall agree on the scope, methodology, timing, and conditions of such audits and inspections. Notwithstanding anything to the contrary, nothing in this DPA will require Firebolt either to disclose to Client (and/or its authorized auditors), or provide access to: (i) any data of any other customer of Firebolt; (ii) Firebolt's internal accounting or financial information; (iii) any trade secret of Firebolt; or (iv) any information that, in Firebolt's sole reasonable discretion, could compromise the security of any of Firebolt's systems or premises or cause Firebolt to breach obligations under any applicable law or its obligations to any third party.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

- 7.1 To the extent required under applicable Data Protection Laws and Regulations, Firebolt shall notify Client without undue delay after becoming aware of the accidental, unauthorized or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Firebolt or its Sub-processors of which Firebolt becomes aware (a "**Personal Data Incident**").
- 7.2 Firebolt shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Firebolt deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Firebolt's reasonable control. The obligations herein shall not apply to incidents that are caused by Client or Client's users. In any event, Client 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 DATA

Subject to the Agreement, Firebolt shall, at the choice of Client, upon written request or at the end of the provision of the Services relating to Processing, whichever is earlier, delete or return the Personal Data to Client, and shall delete existing copies unless applicable law requires retention of the Personal Data. In any event, to the extent required or allowed by applicable law, Firebolt 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 Client requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Firebolt's Clients.

9. AUTHORIZED AFFILIATES

- 9.1 Contractual Relationship. The Parties acknowledge and agree that, by executing the DPA, the Client 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 Firebolt and each Authorized Affiliate. 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 Client.
- 9.2 Communication. The Client shall remain responsible for coordinating all communication with Firebolt 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 Transfers to countries that offer adequate level of data protection. Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) and the United Kingdom (collectively, “**EEA**”) 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 (“**Adequacy Decisions**”), without any further safeguard being necessary.
- 10.2 Transfers to other countries. If the Processing of Personal Data includes transfers:
- (i) from the EEA to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative recognized compliance mechanism for the lawful transfer of Personal Data (as defined in the GDPR) outside the EEA (“**EEA Transfer**”), the terms set forth below shall apply:
 - (i) The Parties agree that the terms of the Standard Contractual Clauses are hereby incorporated by reference and shall apply to an EEA Transfer.
 - (ii) Module Two (Controller to Processor) of the Standard Contractual Clauses shall apply where the EEA Transfer is effectuated by Client as the data controller of the Personal Data and Firebolt is the Data Processor of the Personal Data.
 - (iii) Module Three (Processor to Processor) of the Standard Contractual Clauses shall apply where the EEA Transfer is effectuated by Client as the data processor of the Personal Data and Firebolt is a Sub-processor of the Personal Data.
 - (iv) Clause 7 of the Standard Contractual Clauses (Docking Clause) shall apply.
 - (v) Option 2: GENERAL WRITTEN AUTHORISATION in Clause 9 of the Standard Contractual Clauses shall apply, and the method for appointing and time period for prior notice of Sub-processor changes shall be as set forth in Section 5.2 of the DPA.
 - (vi) In Clause 11 of the Standard Contractual Clauses, the optional language will not apply.
 - (vii) In Clause 17 of the Standard Contractual Clauses, Option 1 shall apply, and the Parties agree that the Standard Contractual Clauses shall be governed by the laws of the Republic of Ireland.
 - (viii) In Clause 18(b) of the Standard Contractual Clauses, disputes will be resolved before the courts of the Republic of Ireland.
 - (ix) Annex I.A of the Standard Contractual Clauses shall be completed as follows:

Data Exporter: Client whose details are provided in the Agreement or the Order Terms.

Contact details: As detailed in the Agreement or the Order Terms.

Data Exporter Role:

Module Two: The Data Exporter is a data controller.

Module Three: The Data Exporter is a Data Processor.

Signature and Date: By entering into the Agreement and DPA, Data Exporter is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the Agreement.

Data Importer: Firebolt.

Contact details: As detailed in the Agreement.

Data Importer Role:

Module Two: The Data Importer is a Data Processor.

Module Three: The Data Importer is a sub-processor.

Signature and Date: By entering into the Agreement and DPA, Data Importer is deemed to have signed these Standard Contractual Clauses, incorporated herein, including their Annexes, as of the Effective Date of the Agreement.
 - (x) Annex I.B of the Standard Contractual Clauses shall be completed as follows:

The categories of data subjects are described in **Schedule 1** (Details of Processing) of this DPA.

The categories of Personal Data are described in **Schedule 1** (Details of Processing) of this DPA.

The frequency of the transfer is a continuous basis for the duration of the Agreement.

The nature of the processing is described in **Schedule 1** (Details of Processing) of this DPA.

The purpose of the processing is described in **Schedule 1** (Details of Processing) of this DPA.

The period for which the Personal Data will be retained is for the duration of the Agreement, unless agreed otherwise in the Agreement and/or the DPA.

In relation to transfers to Sub-processors, the subject matter, nature, and duration of the processing is set forth in **Schedule 1** (Details of Processing) of this DPA.

- (xi) Annex I.C of the Standard Contractual Clauses shall be completed as follows:

The competent supervisory authority in accordance with Clause 13 is the supervisory authority in the Member State stipulated in Section 7 above.

- (xii) The Security Documentation referred to in the DPA serves as Annex II of the Standard Contractual Clauses.

- (xiii) To the extent there is any conflict between the Standard Contractual Clauses and any other terms in this DPA or the Agreement, the provisions of the Standard Contractual Clauses will prevail.

- (ii) from the UK to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative recognized compliance mechanism for the lawful transfer of Personal Data (as defined in the UK GDPR) outside the UK ("UK Transfer"), Client and Firebolt agree that the UK SCCs to the EU Standard Contractual Clauses ("**UK SCCs**"), as required by the UK Information Commissioner's Office, will apply to Firebolt's Processing of Personal Data. The terms of the UK SCCs are incorporated into this DPA, subject to the following terms: (i) the Parties agree that the governing law shall be the laws of the England and Wales and the jurisdiction shall be London; and (ii) the details of the appendices applicable to the UK SCCs are set out in the EU SCCs.
- (iii) from Australia to any other countries,
- (i) When the Client discloses the Personal Data to an overseas recipient (e.g., Firebolt), the Client must take reasonable steps to ensure that the overseas entity to which the Personal Data is transferred complies with the Privacy Act 1988 (Cth), including the Australian privacy principles, in relation to the Personal Data, unless an exception applies.

10.3 Transfers of Personal Data governed by Indian Data Protection Laws. To the extent Indian Data Protection Laws apply to the Processing of Personal Data, Client hereby agrees and understand that Firebolt is transferring Personal Data to the countries and entities listed herein, and as authorized from time to time. If the Client has any specific concern, Client shall inform Firebolt and Firebolt will use commercially reasonable efforts to accommodate any transfer of Personal Data outside India in accordance with the requirements of the Indian Data Protection Laws.

10.4 Transfers from Singapore. Parties shall not transfer Personal Data from Singapore to any other country except to:

- (i) Israel, India, Singapore, U.S, EU, Kiev, London; or
- (ii) such other countries agreed in writing from time to time.

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, 2.3.4, and 12 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately from the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

12. 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) Firebolt's (including Firebolt'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 under the Agreement or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Firebolt 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 Firebolt and/or Firebolt's 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 Firebolt, Firebolt's 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).

13. AMENDMENTS

Firebolt may modify the terms of this DPA in circumstances such as (i) if required to do so by a Supervisory Authority or other government or regulatory entity, (ii) if necessary to comply with Data Protection Laws and Regulations, or (iii) to implement or adhere to standard contractual clauses, approved codes of conduct or certifications, binding corporate rules, or other compliance mechanisms, which may be permitted under Data Protection Laws and Regulations. If Firebolt modifies any terms of this DPA, Firebolt shall provide Client with prior notice via email and/or on its website, at Firebolt's discretion, before the amendment becomes effective.

14. **LEGAL EFFECT** This DPA shall only become legally binding between Client and Firebolt when the formalities steps set out in the Section "INSTRUCTIONS ON HOW TO EXECUTE THIS DPA" below have been fully completed. Firebolt 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. Save as otherwise provided in this DPA, a person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore (or similar laws anywhere in the world) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this paragraph 14 shall affect the rights of any permitted assignee or transferee of this DPA. Any Firebolt obligation hereunder may be performed (in whole or in part), and any Firebolt right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Firebolt.

15. **SIGNATURE** The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA. You, as the signing person on behalf of Client, represent and warrant that you have, or you were granted, full authority to bind the Organization and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the Organization and/or its Authorized Affiliates, you shall not supply or provide Personal Data to Firebolt. By signing this DPA, Client enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent that Client processes Personal Data for which such Authorized Affiliates qualify as the/a "data controller". This DPA has been pre-signed on behalf of Firebolt.

Instructions on how to execute this DPA.

1. To complete this DPA, you must complete the missing information; and
2. Send the completed and signed DPA to us by email, indicating the Client's name, to privacy@firebolt.io

List of Schedules:

- **SCHEDULE 1 - DETAILS OF THE PROCESSING**
- **SCHEDULE 2 - SUB-PROCESSOR LIST**

The Parties' authorized signatories have duly executed this DPA:

Signature:

CLIENT:

Signature:

Legal Name:

Legal Name:

Title:

Title:

Date:

Date:

FIREBOLT:

SCHEDULE 1 - DETAILS OF THE PROCESSING

- ***Subject matter***

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

- ***Nature and Purpose of Processing***

1. Providing the Service(s) to Client.
2. For Client to be able to use the Services.
3. For Firebolt to comply with documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement.
4. Performing the Agreement, this DPA and/or other contracts executed by the Parties.
5. Providing support and technical maintenance, if agreed in 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, Firebolt will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

- ***Type of Personal Data***

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

- First name
- Last name
- Address
- Phone number
- Email address
- Any other Personal Data or information that the Client decides to provide to the Firebolt or the Services.

The Client and the Data Subjects shall provide the Personal Data to Firebolt by supplying the Personal Data to Firebolt's Service.

In some limited circumstances Personal Data may also come from other sources, for example, in the case of anti-money laundering research, fraud detection or as required by applicable law. For clarity, Client shall always be deemed the "Data Controller" and Firebolt shall always be deemed the "Data Processor" (as such terms are defined in the GDPR).

- ***Categories of Data Subjects***

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

- Client's customers and/or clients

- Employees, agents, advisors, freelancers of Client (who are natural persons)
- Prospects, Clients, business partners and vendors of Client (who are natural persons)
- Employees or contact persons of Client's prospects, Clients, business partners and vendors

SCHEDULE 2 – SUB-PROCESSOR LIST

Entity Name	Sub-Processing Activities	Entity Country
Amazon Web Services, Inc. ("AWS")	Infrastructure and Cloud Service Provider	United States
Google	Infrastructure and Cloud Service Provider, including Gemini AI.	United States
Twilio SendGrid	Email Delivery Platform	United States
Auth0	Identity management	United States
Open-AI	artificial intelligence and machine learning services	United States
Firebolt Group	Provision of the Services	Israel, US, Germany and India