

ADDENDUM FOR EUROPEAN DATA TRANSFERS

This Addendum for European Data Transfer, including its Schedules, (“**Addendum**”) is an addendum to and forms part of the Master Subscription Agreement (or other such titled written or electronic agreement addressing the same subject matter) for the purchase of the Hosted Service (the “**Principal Agreement**”) to reflect the parties’ agreement with regard to the Processing of European Data.

In the course of providing the Hosted Service to Customer pursuant to the Principal Agreement, BlackLine may Process European Data on behalf of Customer.

On June 4, 2021, the European Commission published new Standard Contractual Clauses. On March 21, 2022, the United Kingdom’s new data protection clauses for international data transfer agreements, replacing former EU standard contractual clauses, came into force. As a result, the parties wish to amend the Principal Agreement to add the applicable Transfer Mechanism(s).

To the extent Customer’s use of the Hosted Service requires an onward transfer mechanism to lawfully transfer European Data from Europe to BlackLine or a Sub-processor located outside of Europe, the terms set forth in this Addendum will apply to the Processing of European Data. The parties agree to comply with the following provisions with respect to any European Data, each acting reasonably and in good faith.

In the event of any conflict or inconsistency between this Addendum and the Principal Agreement, this Addendum shall prevail. If any provision of this Addendum is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provision of this Addendum, and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

Any inquiry regarding the Processing of Personal Data under this Addendum can be referred to BlackLine’s Data Protection Officer at data.protection.officer@blackline.com.

HOW TO EXECUTE THIS ADDENDUM:

1. This Addendum consists of two parts: the main body of the Addendum, and Schedules 1, 2, 3 and 4.
2. This Addendum has been pre-signed on behalf of BlackLine. Schedule 2, Annex I has been pre-signed by BlackLine Systems, Inc. as the data importer. Please note that the contracting entity under the Principal Agreement may be a different entity to BlackLine Systems, Inc.
3. To complete this Addendum, Customer must:
 - a) Complete the information in the signature box using the Customer name as set out on the applicable BlackLine Order Form; and
 - b) Sign on page 2, and
 - c) Send the signed Addendum to BlackLine by email to dpa.client@blackline.com.

Except as otherwise expressly provided in the Principal Agreement, this Addendum will become legally binding upon receipt by BlackLine of the validly completed Addendum at this email address.

For the avoidance of doubt, signature of this Addendum on page 2 shall be deemed to constitute signature and acceptance of the Transfer Mechanism (as defined in Schedule 1), including Schedule 2.

Where Customer wishes to separately execute the Standard Contractual Clauses and its Appendix, Customer should also complete the information as the data exporter and sign on page 7 (Schedule 2). If Customer does not complete the information on page 7 (Schedule 2), the contact person of Customer as the data exporter will be the Customer’s license administrator as set out on the applicable BlackLine Order Form.

Any inquiry regarding the Processing of European Data under this Addendum can be referred to BlackLine’s Data Protection Officer at data.protection.officer@blackline.com.

HOW THIS ADDENDUM APPLIES:

If the Customer entity entering into or signing this Addendum is a party to the Principal Agreement, then this Addendum is an addendum to and forms a part of the Principal Agreement. In such case, the BlackLine entity that is party to the Principal Agreement is party to this Addendum.

If the Customer entity signing this Addendum is not a party to a BlackLine Order Form and the Principal Agreement, this Addendum is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Principal Agreement executes this Addendum.

If the Customer entity signing this Addendum is not a party to a BlackLine Order Form and a Principal Agreement directly with BlackLine but is instead a customer indirectly via an authorized reseller or partner of BlackLine’s Hosted Service, this Addendum is not valid and is not legally binding. Such entity should contact the authorized reseller or partner to discuss whether any amendment to its agreement with that reseller may be required.

SIGNATURE:

The section “HOW TO EXECUTE THIS ADDENDUM” above specifies which BlackLine entity is party to this Addendum. Where a Transfer Mechanism applies, BlackLine Systems, Inc. is the signatory to the Transfer Mechanism (including the Standard Contractual Clauses). Where the BlackLine entity that is a party to this Addendum is not BlackLine Systems, Inc., that BlackLine entity is carrying out the obligations of the data importer on behalf of BlackLine Systems, Inc. Notwithstanding the signature below, such other BlackLine entities are not a party to the Transfer Mechanism or this Addendum (only the BlackLine entity specified in the section “HOW TO EXECUTE THIS ADDENDUM” above is a party to this Addendum).

The parties’ authorized signatories have duly executed this Addendum:

CUSTOMER LEGAL NAME: _____

BLACKLINE SYSTEMS, INC., on behalf of itself and its Affiliates

Address: _____

Authorized Signatory

DocuSigned by:
Karole Morgan-Prager
115EB8F5A5D341E

Authorized Signatory

Printed Name

Printed Name

Title

Title

Date

Date

Schedule 1 – Europe Specific Provisions

This Schedule 1 sets out the terms that apply to the extent that Customer’s use of the Hosted Service requires an onward transfer mechanism to lawfully transfer European Data from Europe to BlackLine or a Sub-Processor in a country located outside of Europe that does not ensure an adequate level of data protection within the meaning of European Data Protection Laws.

A. Definitions

“**2021 EU SCCs**” means the Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor) for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eurlex.europa.eu/eli/dec_impl/2021/914/oj, subject to the terms in this Schedule 1.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity, or the right to direct the affairs of a subject entity.

“**BlackLine**” means the BlackLine entity which is a party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being BlackLine Systems, Inc., a company incorporated in California, US; BlackLine K.K., a company incorporated in Japan; or as applicable.

“**Customer**” shall mean the entity signing this DPA that is a party to the Principal Agreement.

“**Customer Data**” means what is defined in the Principal Agreement as “Customer Data”, provided that such data is electronic data and information submitted by or for Customer to the Hosted Service.

“**Data Protection Laws**” means all laws and regulations (including, without limitation, European Data Protection Laws), which are applicable to BlackLine’s or a Sub-processor’s Processing of Personal Data under the Principal Agreement.

“**Data Subject**” means the identified or identifiable natural person to whom Personal Data relates.

“**DPA**” shall mean the Data Processing Addendum (or other such titled written or electronic agreement addressing the same subject matter) to the Principal Agreement that is signed by and between Customer and BlackLine, which reflects the parties’ agreement with regard to the Processing of Personal Data in the context of the Hosted Service. If no such agreement has been separately executed by Customer and BlackLine, “DPA” shall mean BlackLine’s Data Processing Addendum, available at <https://www.blackline.com/legal/data-privacy-addendum>.

“**Europe**” means the European Union (“**EU**”), the European Economic Area and/or their member states (“**EEA**”), Switzerland and the United Kingdom (“**UK**”).

“**European Data**” means Personal Data that is subject to the protection of European Data Protection Laws.

“**European Data Protection Laws**” means Data Protection Laws applicable in Europe, including, without limitation: (i) Regulation 2016/679 of the European Parliament and of the Council 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) (“**GDPR**”); (ii) applicable national implementations of the GDPR; (iii) the Swiss Federal Act on Data Protection of 19 June 1992 (“**FADP**”); and (iv) the United Kingdom Data Protection Act 2018 and the GDPR as saved into the United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018.

“**Hosted Service**” shall mean BlackLine's online products reflected on an Order Form (as defined in the Principal Agreement) accessed at a web site designated by BlackLine, or ancillary services rendered to Customer by BlackLine, to which Customer is being granted access under the Principal Agreement.

“**Personal Data**” means any information relating to an identified or identifiable natural person included in Customer Data, which is protected under Data Protection Laws and Processed by BlackLine or a Sub-processor under the Principal Agreement. 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.

“**Processing**” (or “**Processed**” or “**Process**”) means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller.

“**Sub-processor**” shall mean any third-party Processor engaged by BlackLine to Process Personal Data in order to provide the Hosted Service under the Principal Agreement.

“**Supervisory Authority**” means (a) an independent public authority which is established by an EU member state pursuant to the GDPR, (b) for the United Kingdom, the Information Commissioner’s Office, or (c) other independent competent public authority established or recognized under Data Protection Laws.

“**Swiss SCCs**” means the 2021 EU SCCs, as amended by the Swiss Addendum in Schedule 3, subject to the terms in this Schedule 1.

“**Transfer Mechanism**” means, depending on the circumstances unique to Customer, any of the following: (a) the 2021 EU SCCs, (b) the Swiss SCCs, and/or (c) the UK IDTA.

“**UK International Data Transfer Addendum**” or “**UK IDTA**” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner, Version B1.0, in force 21 March 2022, as currently set out at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, subject to Schedule 1 and Schedule 4.

B. Transfer Mechanisms for European Data Transfers

- 1. 2021 EU SCCs.** The 2021 EU SCCs will apply to European Data that is transferred from the EEA to any country or recipient outside the EEA that is not recognized by the European Commission as providing an adequate level of protection for European Data. For European Data transfers from the EEA that are subject to the 2021 EU SCCs, the 2021 EU SCCs will be deemed entered into (and incorporated into this Addendum by this reference).
- 2. UK International Data Transfer Addendum.** The UK IDTA will apply to European Data that is transferred from the UK to any country or recipient outside the UK that is not recognized by the competent UK regulatory authority or governmental body for the UK as providing an adequate level of protection for European Data. For European Data transfers from the UK that are subject to the UK IDTA, the UK IDTA will be deemed entered into (and incorporated into this Addendum by this reference).
- 3. Swiss SCCs.** The Swiss SCCs will apply to European Data that is transferred from Switzerland to any country or recipient outside Switzerland that is not recognized by the competent authority for Switzerland as providing an adequate level of protection for European Data. For European Data transfers from Switzerland that are subject to the Swiss SCCs, and pursuant to the statement issued 27 August 2021 by the FADP, the Swiss SCCs will be deemed entered into (and incorporated into this Addendum by this reference).

4. Invalid Transfer Mechanism. In the event that a Transfer Mechanism is no longer a valid mechanism for transfer of European Data, the parties shall, as required by European Data Protection Laws, negotiate in good faith a mutually acceptable alternative, valid mechanism.

5. Notice & Conflicts. Any notice to be given under a Transfer Mechanism will be made in accordance with the Principal Agreement. In the event of any conflict or inconsistency between the body of this Addendum and a Transfer Mechanism, the Transfer Mechanism shall prevail.

6. Liability. Each party and each of their affiliates' liability, taken in aggregate, arising out of or related to this Addendum, will be subject to the limitations and exclusions of liability set out in the Principal Agreement and any reference in such section to the liability of a party means aggregate liability of that party and all of its affiliates under the Principal Agreement (including this Addendum).

C. Terms for the 2021 EU SCCs

1. Docking Clause. In Clause 7 of the 2021 EU SCCs, the optional docking clause will apply.

2. Redress. In Clause 11 of the 2021 EU SCCs, the optional language will not apply.

3. Supervision. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Schedule 2 of this Addendum.

4. Governing Law. In Clause 17 (Option 1), the 2021 EU SCCs will be governed by the law of the Netherlands.

5. Jurisdiction. In Clause 18(b) of the 2021 EU SCCs, disputes will be resolved before the courts of the Netherlands.

6. Annex I and II. See Schedule 2 for the information in Annex I and Annex II of the 2021 EU SCCs.

7. Instructions. This Addendum and the Principal Agreement are Customer's complete and final documented instructions to BlackLine for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this Addendum and the Principal Agreement. For the purposes of Clause 8.1(a) of the 2021 EU SCCs, the instructions by Customer to Process Personal Data are set out in this Addendum and the Principal Agreement and include onward transfers to a third party located outside Europe for the purpose of the performance of the Hosted Service in accordance with this Addendum and the Principal Agreement.

8. New Sub-processors and List of current Sub-processors. Option 2 under Clause 9 shall apply and the time period for prior notice of Sub-processor changes will be at least thirty (30) days in advance. For the purposes of Clause 9(a), BlackLine has Customer's general authorization to engage Sub-processors in accordance with this Addendum and the DPA. BlackLine shall make available to Customer the current list of Sub-processors in accordance with the DPA. Pursuant to Clause 9(a), Customer acknowledges and expressly agrees that BlackLine may engage new Sub-processors as described in the DPA. BlackLine shall inform Customer of any changes to Sub-processors following the procedure provided for in the DPA.

9. Copies of Sub-processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be provided by BlackLine to Customer pursuant to Clause 9(c) of the 2021 EU SCCs may have all commercial information, or clauses unrelated to the 2021 EU SCCs or their equivalent, removed by BlackLine beforehand; and, that such copies will be provided by BlackLine, in a manner to be determined in its discretion, only upon written request by Customer.

10. Audits and Certifications. The parties agree that the audits described in Clause 8.9 of the 2021 EU SCCs shall be carried out in accordance with the DPA.

11. Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 8.5 and 16(d) of the 2021 EU SCCs shall be provided by BlackLine to Customer only upon Customer's written request.

12. Security of Processing. For the purposes of Clause 8.6(a) of the 2021 EU SCCs, Customer is solely responsible for making an independent determination as to whether the technical and organizational measures set forth in this Addendum meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by BlackLine provide a level of security appropriate to the risk with respect to its Personal Data. For the purposes of Clause 8.6(c) of the 2021 EU SCCs, Personal Data breaches will be handled in accordance with the DPA.

13. Notification of Government Access Requests. For the purposes of Clause 15(1)(a) of the 2021 EU SCCs, BlackLine shall notify Customer (only) and not the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.

Schedule 2 – 2021 EU SCCs Annexes

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

Name: Customer, as set forth in the signature block of the Addendum above

Address: Customer’s address as designated by Customer in the signature block of the Addendum above

Contact person’s name, position and contact details: _____

Activities relevant to the data transferred under these Clauses: Performance of the Hosted Service pursuant to the Principal Agreement

Role: Controller

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

Name: BlackLine Systems, Inc.

Address: 21300 Victory Blvd., 12th Floor, Woodland Hills, CA 91367, USA

Contact person’s name, position and contact details: Data Protection Officer. Tel.: 1-877-777-7750. E-mail: data.protection.officer@blackline.com

Activities relevant to the data transferred under these Clauses: Performance of the Hosted Service pursuant to the Principal Agreement. BlackLine provides cloud-based accounts receivable, intercompany financial management, account reconciliation and financial close accounting software, which may involve Processing Personal Data provided by the data exporter in accordance with the terms of the Principal Agreement.

Role: Processor

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name: BlackLine Systems, Inc.

Authorised Signature DocuSigned by: Karole Morgan-Prager115FB8E5A5D341F.....

B. DESCRIPTION OF TRANSFER

DESCRIPTION OF TRANSFER

Categories of data subjects whose Personal Data is transferred

Data exporter may submit Personal Data to the Hosted Service provided by data importer, the extent of which is determined and controlled by data exporter. Such data may include Personal Data relating to data exporters' employees, clients, contractors, business partners or other individuals whose Personal Data is stored in the Hosted Service.

Categories of Personal Data transferred

Data exporter may submit Personal Data to the Hosted Service provided by data importer, the extent of which is determined and controlled by data exporter. Such data may include the following categories of Personal Data:

- First and last name
- Title, position, employer
- Contact details (company, email, phone, physical business address)
- System access / usage / authorization data
- Invoice data

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- Data exporter may submit sensitive data to the Hosted Service, the extent of which is determined and controlled by the data exporter. Any such sensitive data would normally not be processed by the data importer

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- Continuous basis given the use of the Hosted Service as determined by the data exporter

Nature of the processing

- Processing of Personal Data in accordance with the Principal Agreement regarding the provision of the Hosted Service

Purpose(s) of the data transfer and further processing

- The data importer is Processing Personal Data for the purpose of providing the Hosted Service
- Data importer will Process Personal Data in accordance with the Principal Agreement.
- Data importer will Process Personal Data to comply with other documented reasonable instructions provided by data exporter (e.g., via email) where such instructions are consistent with the terms of the Principal Agreement. Data importer will Process Personal Data where required by Applicable Law.

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period

- Data importer will generally Process Personal Data for the duration of the Principal Agreement, unless otherwise agreed upon in writing

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- As per the “*purpose(s) of the data transfer and further processing*” section above, the Sub-processor will Process Personal Data as necessary to provide the Hosted Service and perform the services pursuant to the Principal Agreement.
- Subject to the terms of this Addendum, the Sub-processor will Process Personal Data for the duration of the Principal Agreement, unless otherwise agreed in writing.
- Data importer may transfer Personal Data to its Sub-processors in accordance with this Addendum and the DPA.
- For clarity, there are no specific restrictions when the Data Import may transfer Personal Data other than those set forth in this Addendum and the DPA.
- The subject matter, nature and location of the Processing of Personal Data by Sub-processors is listed on BlackLine’s website at the following link: <https://trust.blackline.com/#/subprocessors>

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

- a) Where the data exporter is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
- b) Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.
- c) Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) shall act as competent supervisory authority.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Overview of the technical and organisational measures to be taken by the data importer.

1. Physical Access Control

Measures to ensure only those explicitly authorized will have physical access to systems used to process Personal Data.

- security guards, doormen
- keys and corresponding documentation
- electronic access control system
- video surveillance
- security checks for any external companies/services
- security checks for visitors
- security guidelines for utilization of mobile devices

2. System Access Control

Measures to prevent data processing systems from being used without authorization:

- password guidelines (e.g., digits/special characters, min. length, expiration, uniqueness)
- multi-factor authentication
- automatic log-out or password-protected screensaver after certain time period without user activity
- access authentication rules
- firewall, anti-virus protection
- intrusion detection/intrusion prevention
- logging of access
- securing external interfaces

3. Data Access Control

Measures to ensure that those authorized to use data processing systems have access only to those data they are authorized to access, and that Personal Data cannot be read, copied, altered or removed without authorization during processing, use and after:

- access control (access rights limited by profiles and roles)
- documentation of access rights
- approval and assignment of access rights through authorized personnel only

4. Data Transfer Control

Measures to ensure that Personal Data cannot be read, copied, altered or removed without authorization during electronic transfer or transport or while being recorded onto data storage media, and that it is possible to ascertain and check which bodies are to be transferred Personal Data using data transmission facilities:

- transport encryption
- encryption of physical data carriers

5. Data Entry Control

Measures to ensure that it is possible to check and ascertain whether Personal Data have been entered into, altered or removed from data processing systems and if so, by whom:

- documenting/logging of physical access
- logging of system access (e.g., login name, IP address)
- logging of individual actions
- other event logging (e.g., intrusion and hacking attempts, unsuccessful login attempts)

6. Availability Control

Measures to ensure that Personal Data are protected against accidental destruction or loss:

- backup in separate location and regular tests of recovery procedures
- business continuity/disaster recovery
- uninterruptable power supply (UPS)
- anti-theft measures

- fire protection (early-warning-fire-detection, extinguishing system)
- water protection
- redundant air conditioning system

7. Separation of Data

Measures to ensure that data collected for different purposes can be processed separately:

- clear physical and/or logical separation of data from data of other Controllers
- physically and/or logically separated systems for development and production environments
- pseudonymization of data, where appropriate

Schedule 3 – Swiss Addendum

This Schedule 3 (“**Swiss Addendum**”) shall apply if BlackLine, in the performance of the Hosted Service, transfers European Data from Switzerland to a country that has not been recognized by the relevant authorities as providing an adequate level of protection of European Data, to the extent such transfers are subject to the Swiss Data Protection Laws, pursuant to the statement issued 27 August 2021 by the FADP.

1. Interpretation of this Addendum

- 1.1. Where this Swiss Addendum uses terms that are defined in the Clauses, those terms shall have the same meaning as in the 2021 EU SCCs. In addition, the following terms have the following meanings:

This Swiss Addendum	This Swiss Addendum to the 2021 EU SCCs
Clauses	The 2021 EU SCCs
FADP	The Swiss Federal Act on Data Protection of 19 June 1992

- 1.2. This Swiss Addendum shall be read and interpreted in the light of the provisions of the FADP, and so that it fulfils the intention for it to provide the appropriate safeguards as required by Article 46 GDPR.
- 1.3. This Swiss Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in the FADP.
- 1.4. 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, reenacted and/or replaced after this Swiss Addendum has been entered into.
- 1.5. This Swiss Addendum shall remain in force until the entry of a revised FADP.

2. Hierarchy

In the event of a conflict or inconsistency between this Swiss Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to Data Subjects shall prevail.

3. Incorporation of the Clauses

- 3.1. In relation to any processing of Personal Data subject to Swiss Data Protection Law, this Swiss Addendum amends the Clauses to the extent necessary so they operate:

- a. for transfers made by the data exporter to the data importer, to the extent that the FADP applies to the data exporter’s processing when making that transfer; and
- b. to provide appropriate safeguards for the transfers in accordance with the FADP.

- 3.2. The amendments to the Clauses as required by Section 3.1 above, include (without limitation):

- a. 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 the FADP applies to the data exporter’s processing when making that transfer.”

- b. References to “*Regulation (EU) 2016/679*” or “*that Regulation*” or “*GDPR*” are replaced by “*the FADP*” and references to specific Article(s) of “*Regulation (EU) 2016/679*” or “*GDPR*” are replaced with the equivalent Article or Section of the FADP.
- c. References to Regulation (EU) 2018/1725 are removed.
- d. References to the “*European Union*”, “*Union*”, “*EU*”, “*EEA*”, “*EU Member State*”, “*Member State of the EU*”, “*Member State of the EEA*” and “*member state*” are all replaced with the “*Switzerland*”.
- e. Clause 13(a) and Part C of Annex II are not used; the “*competent supervisory authority*” is the Swiss Federal Data Protection and Information Commissioner;
- f. Clause 17 is replaced to state “*These Clauses are governed by the laws of Switzerland*”.
- g. Clause 18 is replaced to state:

“*Any dispute arising from these Clauses shall be resolved by the courts of Switzerland. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Switzerland. The Parties agree to submit themselves to the jurisdiction of such courts.*”
- h. The footnotes to the Clauses do not form part of the Swiss Addendum.

Schedule 4 - UK Addendum

This Schedule 4 (“**UK Addendum**”) shall apply if BlackLine, in the performance of the Hosted Service, transfers European Data from the United Kingdom to a country that has not been recognized by the relevant authorities as providing an adequate level of protection of European Data, to the extent such transfers are subject to UK Data Protection Laws.

Table 1: Parties

Start date	Effective date of the Addendum to which this Schedule is attached.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties’ details	<p>Full legal name: Customer, as set forth in the signature block of the DPA above</p> <p>Trading name (if different): _____</p> <p>Main address (if a company registered address): As set forth in the signature block of the DPA above</p> <p>Official registration number (if any) (company number or similar identifier): _____</p>	<p>Full legal name: BlackLine Systems, Inc.</p> <p>Trading name (if different): BlackLine</p> <p>Main address (if a company registered address): 21300 Victory Blvd., 12th Floor, Woodland Hills, CA 91367, USA</p> <p>Official registration number (if any) (company number or similar identifier):</p>
Key Contact	<p>Full Name (optional): _____</p> <p>Job Title: _____</p> <p>Contact details including email: _____</p>	<p>Full Name (optional):</p> <p>Job Title: Data Protection Officer</p> <p>Contact details including email: Tel.: 1-877-777-7750. E-mail: data.protection.officer@blackline.com</p>

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<p><input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:</p> <p>Date: See effective date of the Addendum to which this Schedule is attached.</p> <p>Reference (if any): N/A</p> <p>Other identifier (if any): 2021 EU SCCs as defined in Schedule 1 of the Addendum</p> <p>Or</p>
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		<input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is Personal Data received from the Importer combined with Personal Data collected by the Exporter?
1	N/A	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A	N/A

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 IA: List of Parties: See Schedule 2, Annex IA to this Addendum.
Annex IB: Description of Transfer: See Schedule 2, Annex IB to this Addendum.
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Schedule 2, Annex II to this Addendum.
Annex III: List of Sub processors (Modules 2 and 3 only): Annex III not applicable

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 Error! Reference source not found. : <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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Part 2 Mandatory Clauses:

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 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 of those Mandatory Clauses, is incorporated by reference herein.
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