



## Couchbase Enterprise Customer Data Processing Addendum

This Data Processing Addendum (this “**DPA**”) amends the terms and forms part of the Enterprise Subscription License Agreement, or other agreement between Customer and Couchbase governing Customer’s use of the Services (“**Agreement**”), between Couchbase, Inc. (“**Couchbase**”) and the party identified as the “Customer” in the Agreement (“**Customer**”) (each, a “**Party**,” and together, the “**Parties**”). By executing this DPA, Customer enters into this DPA on behalf of itself and in the name and on behalf of its Affiliates, if and to the extent Couchbase processes Personal Data for which such Affiliates qualify as the Controller.

This DPA describes the commitments of the Parties concerning the processing of Personal Data in connection with Customer’s use of the Services. If there is any conflict between the terms of the Agreement and the terms of this DPA, the terms of this DPA shall prevail to the extent of such conflict. Any capitalized term not defined in this DPA will have the meaning given it in the Agreement.

### HOW TO COMPLETE THIS DPA:

For this DPA to be effective between the Parties, Customer must:

1. Download this DPA for completion;
2. Fill in the information requested in the signature block and any other area requiring Customer’s information; and
3. Return the signed DPA to Couchbase by email at [legal@couchbase.com](mailto:legal@couchbase.com), indicating Customer’s full legal name and whether Customer is a current or prospective customer of Couchbase.
4. This DPA (including any attachments) will not become effective until (i) Couchbase acknowledges receipt of the fully signed DPA received at the above alias; and (ii) the Parties have entered into an effective Agreement for Couchbase’s products and services (the date on which such conditions are met, the “**Effective Date**”).

The Parties agree as follows:

1. **Definitions.** The following capitalized terms, when used in this DPA, will have the corresponding meanings provided below:
  - a) “**Affiliate**” means any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the party. For purposes of this definition, the term “control” means the power (or, as applicable, the

possession or exercise of the power) to direct, or cause the direction of, the management, governance, or policies of a given entity, directly or indirectly, through any applicable means (whether through the legal, beneficial, or equitable ownership, of more than fifty percent (50%) of the aggregate of all voting or equity interests or securities of such entity, through partnership, or through some other form of ownership interest, by contract, or other applicable legal document, or otherwise).

- b) **“Applicable Data Protection Laws”** means all worldwide privacy and data protection laws, regulations, rules, ordinances and other decrees applicable to the Personal Data, including (but not limited to): (i) European Data Protection Laws; and (ii) all laws and regulations of the United States, including the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 et seq) (**“CCPA”**); as may be amended, superseded or replaced.
- c) **“Customer Data”** means any Personal Data processed by Couchbase on behalf of Customer as a service provider or processor (as applicable) in connection with the Services, as more particularly described in Annex A of this DPA.
- d) **“EEA”** means the Member States of the European Union, plus Iceland, Liechtenstein, Norway and the United Kingdom until the European Union law ceases to apply.
- e) **“European Data Protection Laws”** means: (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 (General Data Protection Regulation) (**“GDPR”**); (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector (**“e-Privacy Directive”**); (iii) any applicable national implementations of (i) and (ii); (iv) the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance (the **“Swiss DPA”**); and (v) in respect of the United Kingdom, the Data Protection Act 2018 and any applicable national legislation that replaces or converts into domestic law the GDPR (the **“UK GDPR”**), e-Privacy Directive or any other law relating to data and privacy as a consequence of the UK leaving the European Union; in each case as may be amended, superseded or replaced.
- f) **“Personal Data”** means any information that relates to an identified or identifiable natural person and which is protected as “personal data”, “personal information” or “personally identifiable information” under Applicable Data Protection Laws.
- g) **“Security Incident”** means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data transmitted, stored or otherwise processed by Couchbase and/or its Sub-processors in connection with the provision of the Services. The Parties acknowledge and agree that “Security Incident” shall not include unsuccessful attempts or activities that do not compromise the security of Customer Data, including unsuccessful log-in



attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems, or any breach of security caused by Customer.

- h) **“Services”** means any Couchbase services and products provided to Customer pursuant to the Agreement.
- i) **“Standard Contractual Clauses”** means (i) where the GDPR applies the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the “EU SCCs”); and (ii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or otherwise recognized by the Swiss Federal Data Protection and Information Commissioner (the **“Swiss SCCs”**).
- j) **“Sub-processor”** means any processor engaged by Couchbase or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or Couchbase Affiliates but shall exclude any Couchbase employee, contractor or consultant.
- k) **“UK IDTA”** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, where Couchbase is Processor and Customer is Controller.
- l) The terms **“controller”**, **“processor”** and **“processing”** shall have the meanings given to them in the GDPR, and **“process”**, **“processes”** and **“processed”** shall be interpreted accordingly; and the terms **“business”**, **“service provider”** and **“sell”** shall have the meanings given to them in the CCPA.

## 2. Role and Scope of Processing

- a) **Scope.** This DPA applies to the extent that Couchbase processes as a processor or service provider (as applicable) any Customer Data protected by Applicable Data Protection Laws.
- b) **Role of the Parties.** The parties acknowledge and agree that (i) Customer is a business or the controller (as applicable) with respect to the processing of Customer Data, and Couchbase shall process Customer Data only as a processor or service provider (as applicable) on behalf of Customer, as further described in Annex A of this DPA and (ii) Couchbase may process Personal Data, including business contact information, as the relevant business or independent controller for its own legitimate business purposes in accordance with the Couchbase privacy policy available at <https://www.couchbase.com/privacy-policy>, updated from time to time. Each Party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this DPA, including any Applicable Data Protection Laws.
- c) **Couchbase processing of Customer Data.** Couchbase agrees that it shall process Customer Data only for the purposes described in this DPA and in accordance with



Customer's documented lawful instructions. The parties agree that the Agreement (including this DPA) sets out the Customer's complete and final instructions to Couchbase in relation to the processing of Customer Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Customer and Couchbase. Without prejudice to Section 2(d) (Customer responsibilities), Couchbase shall notify Customer in writing, unless prohibited from doing so under Applicable Data Protection Laws, and may suspend processing of Customer Data, if it becomes aware or believes that any data processing instructions from Customer violates Applicable Data Protection Laws.

- d) **Customer responsibilities.** Customer is responsible for the lawfulness of Customer Data processing under or in connection with the Agreement. Customer represents and warrants that (i) it has provided, and will continue to provide, all notices and obtained, and will continue to obtain, all consents, permissions and rights necessary under Applicable Data Protection Laws for Couchbase to lawfully process Customer Data for the purposes contemplated by the Agreement (including this DPA); (ii) it has complied with all Applicable Data Protection Laws as a controller and/or business with respect to Customer Data for the collection and provision to Couchbase and its Sub-processors of such Customer Data; and (iii) it shall ensure its processing instructions comply with applicable laws (including Applicable Data Protection Laws) and that the processing of Customer Data by Couchbase in accordance with Customer's instructions will not cause Couchbase to be in breach of Applicable Data Protection Laws.
- e) **Aggregate data.** For the avoidance of doubt, Customer acknowledges that Couchbase and its Affiliates shall have a right to collect and create anonymized, aggregate, and/or de-identified information (as defined by Applicable Data Protection Laws) for its own legitimate business purposes.

### 3. Subprocessing

- a) **Authorized Sub-processors.** Customer acknowledges and agrees that Couchbase may engage Sub-processors to process Customer Data on Customer's behalf. The Sub-processors currently engaged by Couchbase and authorized by Customer are detailed as described in Annex D. Couchbase will inform Customer of any changes regarding such Sub-processors by updating the disclosure as described in Annex D.
- b) **Sub-processor Obligations.** To the extent required under Applicable Data Protection Law, Couchbase will: (i) enter into a written agreement with each Sub-processor imposing data protection terms no less protective of Customer Data as Couchbase's obligations under this DPA to the extent applicable to the services provided by each Sub-processor; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Couchbase to breach any of its obligations under this DPA.



- c) **Objections to Sub-processors.** Customer may object in writing to Couchbase's appointment of a new Sub-processor on reasonable grounds relating to data protection (e.g. if making Customer Data available to the Sub-processor may violate European Data Protection Law or weaken the protections for such Customer Data) by notifying Couchbase promptly in writing within ten (10) calendar days of receipt of notice from Couchbase in accordance with Section 3(a) above. Such notice shall explain the reasonable grounds for the objection and the parties shall discuss such concerns in good faith with a view to achieving commercially reasonable resolution. If no such resolution can be reached, Couchbase will, at its sole discretion, either not appoint Sub-processor, or permit Customer to suspend or terminate the affected Service in accordance with the termination provisions in the Agreement without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination). Unless an objection is made as set forth in this Section 3(c), Customer consents to Couchbase's use of sub-processors as described in this DPA.

#### 4. Security and Audits

- a) **Security Measures.** Couchbase shall implement and maintain appropriate technical and organizational security measures designed to protect Customer Data from Security Incidents and to preserve the security and confidentiality of the Customer Data, taking into account the state of the art and industry best practices, the costs of implementation and the nature, scope, context and purposes of processing ("**Security Measures**"). Such Security Measures will include, at a minimum, those measures described in Annex C of this DPA. Couchbase shall ensure that any person who is authorized by Couchbase to process Customer Data under this DPA shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- b) **Updates to Security Measures.** Customer acknowledges that the Security Measures are subject to technical progress and development and that Couchbase may update or modify the Security Measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Customer.
- c) **Customer Security Responsibilities.** Customer shall implement and maintain appropriate technical and organizational security measures designed to protect Personal Data from Security Incidents and to preserve the security and confidentiality of Customer Data under its control. Customer is responsible for, as applicable to the Agreement, protecting the security of all Customer credentials used to access the Services; (ii) securing any Customer System (with such steps to include without limitation the regular rotation of access keys and other industry standard steps to



preclude unauthorized access); and (iii) backing up and securing Customer Data under Customer's control within any Customer controlled system.

- d) **Security Incident Response.** To the extent required by Applicable Data Protection Laws, upon becoming aware of a Security Incident, Couchbase shall notify Customer without undue delay and shall: (i) include in such notice to Customer timely information relating to the Security Incident as it becomes known, as is reasonably requested by Customer to assist Customer in relation to any required personal data breach notifications under Applicable Data Protection Laws, taking into account the nature of the Services, the information available to Couchbase, and any restrictions on disclosing the information, such as confidentiality obligations; and (ii) promptly take steps, deemed necessary and reasonable by Couchbase, to contain, investigate, and remediate any Security Incident, to the extent that the remediation is within Couchbase's reasonable control. Couchbase's notification of or response to a Security Incident under this Section 4(d) shall not be construed as an acknowledgment by Couchbase of any fault or liability with respect to the Security Incident. The obligations set forth herein shall not apply to Security Incidents to the extent they are caused by Customer or its Authorized Users.
- e) **Security Audits.** Couchbase shall provide written responses (on a confidential basis) to all reasonable written requests for information made by Customer related to Couchbase's processing of Customer Data, including responses to information security and audit questionnaires that are necessary to confirm Couchbase's compliance with this DPA, provided that Customer shall not exercise this right more than once in any twelve (12) month rolling period. Notwithstanding the foregoing, Customer may also exercise such audit right in the event Customer is expressly requested or required to provide this information to a data protection authority, or Couchbase has experienced a Security Incident, or on another reasonably similar basis.

## 5. International Transfers

- a) **Processing locations.** Customer acknowledges and agrees that as part of providing its products and services (including technical support), Couchbase may transfer Customer Data to locations where Couchbase, its Affiliates or its Sub-processors maintain data processing operations. Couchbase shall at all times ensure such transfers are made in compliance with the requirements of Applicable Data Protection Laws and this DPA, including the provisions regarding transfers.
- b) **Data Privacy Framework.** Couchbase participates in and certifies compliance with the EU-US Data Privacy Framework, the UK Extension to the EU-US Data Privacy Framework, and the Swiss-US Data Privacy Framework (collectively, the "**Data Privacy Framework**"). As required by the Data Privacy Framework, Couchbase will (i) provide at least the same level of privacy protection to Customer Data as is required by the Principles and



Supplemental Principles in the relevant Data Privacy Framework (the “**Principles**”), (ii) notify Customer if Couchbase makes a determination it can no longer meet its obligation to provide the same level of protection as is required by the Data Privacy Framework, including the Principles, and (iii) upon notice, take reasonable and appropriate steps to remediate unauthorized processing of Customer Data.

- c) **Transfers Governed by European Data Protection Laws.** To the extent that Couchbase processes (or causes to be processed) any Personal Data protected by European Data Protection Laws in a third country not recognized as providing adequate protection for Personal Data (as described in European Data Protection Laws), then the Parties will be deemed to have entered into (i) as to any transfers from the European Economic Area and/or Switzerland, the Standard Contractual Clauses with Couchbase (as data importer) as set forth in Annex B; and (ii) as to any transfers from the United Kingdom, the UK IDTA as set forth in Annex B and Couchbase agrees to abide by and process such Customer Data in compliance with the Standard Contractual Clauses and the UK IDTA, which are incorporated in full by reference and form an integral part of this DPA. Annexes A, C, and D hereto are incorporated as the applicable appendices to the Standard Contractual Clauses and the UK IDTA. It is not the intention of either party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses or the UK IDTA. Accordingly, if and to the extent the Standard Contractual Clauses or the UK IDTA conflict with any provision of this DPA, the Standard Contractual Clauses or the UK IDTA shall prevail to the extent of such conflict. The Standard Contractual Clauses and/or the UK IDTA will not apply to Customer Data that is not transferred, either directly or via onward transfer, outside the EEA, Switzerland or the United Kingdom. If and to the extent that Couchbase adopts an alternative data export solution for the transfer of Customer Data as prescribed by applicable European Data Protection Laws (“**Alternative Transfer Mechanism**”), the Alternative Transfer Mechanism shall apply instead (but only to the extent such Alternative Transfer Mechanism applies to the transfer).
- d) **Additional Transfer Requirements.** If, at any time, Applicable Data Protection Laws require any further steps to be taken in order to permit the transfer of Customer Data as set out in this DPA (including, without limitation, executing or re-executing the 2021 Standard Contractual Clauses or UK IDTA as a separate document and/or entering into additional cross-border transfer clauses), and/or the transfer mechanisms in this DPA are amended, replaced, repealed or otherwise terminated under the Applicable Data Protection Law, then Customer and Couchbase agree to work together in good faith to take all steps reasonably required to enable a transfer in compliance with Applicable Data Protection Laws. Additionally, to the extent required under Applicable Data



Protection Law, Couchbase will provide reasonably requested information regarding the processing of personal data under the Agreement to enable Customer to carry out data protection impact assessments or prior consultations with supervisory authorities.

## 6. Deletion of Customer Data

- a) The Services will provide Customer with controls that Customer may use to delete or retrieve Customer Data during the term in a manner consistent with the functionality of the Services.
- b) Upon termination or expiry of the Agreement, on Customer's request, Couchbase shall delete all Customer Data (including copies) in its possession or control in accordance with the Agreement, save that this requirement shall not apply to the extent Couchbase is required by applicable law to retain some or all of the Customer Data.

## 7. Rights of Individuals and Cooperation

- a) **Data Subject Requests.** The Services provide Customer with a number of controls, including security features and functionalities, that Customer may use to retrieve, correct, delete or restrict Customer Data, as described in any documentation applicable to the Services. Without prejudice to Section 4(a), Customer may use these controls as technical and organizational measures to assist it in connection with its obligations under Applicable Data Protection Laws, including its obligations relating to responding to requests from data subjects. To the extent that Customer is unable to independently access the relevant Customer Data within the Services, Couchbase shall, taking into account the nature of the processing, provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the processing of Customer Data under the Agreement. In the event that any such request that identifies Customer is made to Couchbase directly, Couchbase shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If Couchbase is required to respond to such a request, Couchbase shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.
- b) **Subpoenas and Court Orders.** If a law enforcement agency sends Couchbase a demand for Customer Data (for example, through a subpoena or court order), Couchbase shall give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Couchbase is legally prohibited from doing so.

## 8. Jurisdiction Specific Terms

- a) **California.** To the extent the Customer Data is subject to the CCPA, the parties agree that Customer is a business and that it appoints Couchbase as its service provider (as





defined under the CCPA) to process Customer Data as permitted under the Agreement (including this DPA) and the CCPA, or for purposes otherwise agreed in writing (collectively, the “**Permitted Purposes**”). Customer and Couchbase agree that: (i) Couchbase shall not retain, use or disclose personal information for any purpose other than the Permitted Purposes; (ii) Customer Data was not sold to Couchbase and Couchbase shall not “sell” personal information (as defined by the CCPA); (iii) Couchbase shall not retain, use or disclose personal information outside of the direct business relationship between Customer and Couchbase; and (iv) combine Customer Data with personal information (as defined under the CCPA) that Couchbase has received from another source, except as permitted by the CCPA. The parties agree that Couchbase may de-identify or aggregate personal information in the course of providing the Services. Couchbase certifies that it understands the restrictions set out in this Section 8(b) and will comply with them. Couchbase will notify Customer if it determines that it can no longer comply with the obligations under this Section 8(a) as a service provider under the CCPA.

## 9. Limitation of Liability

- a) Each Party’s and all of its Affiliates’ liability, taken together in the aggregate, arising out of or related to this DPA (including the Standard Contractual Clauses) whether in contract, tort (including negligence) or under any other theory of liability, shall be subject to the limitations and exclusions of liability in the Agreement, and any reference in provisions to the liability of a party means the aggregate liability of that party and all of its Affiliates under and in connection with the Agreement and this DPA together.
- b) Except where Applicable Data Protection Laws require a Customer Affiliate to exercise a right or seek any remedy under this DPA against Couchbase directly by itself, the parties agree that (i) solely the Customer entity that is the contracting party to the Agreement shall exercise any right or seek any remedy any Customer Affiliate may have under this DPA on behalf of its Affiliates, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Affiliate individually but in a combined manner for all of its Affiliates together.

## 10. Miscellaneous

- a) In the event of any conflict between this DPA and the Agreement, the parties agree that the terms of this DPA shall prevail, provided that if and to the extent there is any conflict between the Standard Contractual Clauses and any other terms in this DPA, the provisions of the Standard Contractual Clauses will prevail with respect to processing governed by the Standard Contractual Clauses. Additionally, if there is any conflict between this DPA and a Business Associate Agreement entered into between the parties



(a “**BAA**”), the provisions of the BAA will prevail with respect to any PHI (as defined in such BAA).

- b) The parties agree to attempt in good faith to resolve any dispute arising out of or relating to this DPA, before and as a prior condition for commencing legal proceedings of any kind. Any and all negotiations pursuant to this Section 10(b) are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c) Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect.
- d) This DPA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- e) If any provision or part-provision of this DPA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the DPA.
- f) This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by European Data Protection Laws.

[Signature page follows]



IN WITNESS WHEREOF, the Parties have caused this DPA to be executed by their authorized representative and this DPA shall be effective on the date both Parties sign this DPA:

**Customer (Required):**

By (Required): \_\_\_\_\_  
Name (Required): \_\_\_\_\_  
Title (Optional): \_\_\_\_\_  
Date (Required): \_\_\_\_\_

**Couchbase**

DocuSigned by:  
*Bill Carey*  
By: \_\_\_\_\_  
85619C3A810728E  
Name: Bill Carey  
Authorized Signatory  
Title: \_\_\_\_\_  
Date: May 10, 2024 | 11:08 PDT



## Annex A

### Data Processing Description

This Annex A forms part of the DPA and describes the processing that Couchbase will perform on behalf of the Customer as well as describes the transfer of any Personal Data under the DPA.

#### Section 1A. List of Parties

##### Data exporter:

Name: As set out on the signature page of the DPA

Address: As set out on the signature page of the DPA

Contact person's name, position and contact details: Customer's main point of contact

Activities relevant to the data transferred under these Clauses: Receipt of database products and services

Signature and date: As set out on the signature page of the DPA

Role (controller/processor): Controller or Processor, as applicable

##### Data Importer:

1. Name: Couchbase, Inc.

Address: 3250 Olcott Street, Santa Clara CA 95054 USA

Contact person's name, position and contact details: legal@couchbase.com

Activities relevant to the data transferred under these Clauses: Provision of database products and services

Signature and date: As set out on the signature page of the DPA

Role (controller/processor): Processor or Controller, as applicable



## **Section 1B. Description of Transfer**

### **Controller to Processor / Processor to Processor**

#### **Duration and Retention**

The duration of the data processing (and transfers, if applicable) under this DPA is until the termination of the Agreement in accordance with its terms plus the period from the expiry of the Agreement until deletion of Personal Data by Couchbase in accordance with the terms of the Agreement.

#### **Frequency of the Transfer**

When initiated, transfers of Personal Data may be continuous.

#### **Categories of data**

The Personal Data to be processed (and transferred, if applicable) concern the following categories of data (please specify):

- Personal Data included in content or data provided by or on behalf of Customer or Authorized Users by or through the Services, including in connection with any Support.

#### **Special categories of data (if appropriate)**

The parties do not intend for any special category data to be processed or transferred under the Agreement.

#### **Data subjects**

The Personal Data to be processed (and transferred, if applicable) concern the following categories of data subjects (please specify):

- Data subjects include individuals about whom data is provided to Couchbase via the Services by or at the direction of Customer, including Authorized Users. Data subjects may include Customer's customers, employees, suppliers and end-users.

#### **Processing operations**

The Personal Data will be subject to the following basic processing activities and any transfers are for the following purposes (please specify):



- processing to provide the Services in accordance with the Agreement
- processing to perform any steps necessary for the performance of the Agreement
- processing initiated by Customer in its use of the Services
- processing to comply with other reasonable instructions provided by Customer (e.g. via email or support tickets) that are consistent with the terms of this Agreement.

## **Controller to Controller**

### **Retention**

Couchbase retains Personal Data it processes as a controller for as long as required for its legitimate business purposes, determined by whether Couchbase has a legal obligation to retain the Personal Data and the length of time of Couchbase's business relationship with a customer.

### **Frequency of the Transfer**

When initiated, transfers of Personal Data may be continuous.

### **Categories of data**

The Personal Data to be processed (and transferred, if applicable) concern the following categories of data (please specify):

- Customer employee and authorized user contact information, which may include name, company name, role, email and phone number; and
- Employee and authorized user usage information, which may include location and IP address.

### **Special categories of data (if appropriate)**

The parties do not intend for any special category data to be processed or transferred under the Agreement.

### **Data subjects**

The Personal Data to be processed (and transferred, if applicable) concern the following categories of data subjects (please specify):

- Customer's employees and authorized users.



## **Processing operations**

The Personal Data will be processed for Couchbase's legitimate business purposes and subject to the following basic processing activities and any transfers are for the following purposes (please specify):

- Billing, account and customer relationship management and related correspondence with customers;
- Complying with and resolving legal obligations; and
- Product and service improvement.

## **Section 1C. Competent Supervisory Authority**

The data protection authorities of the locations of which the data exporter is established.



## Annex B

### Transfers of Data

This Annex sets forth the terms and conditions that apply when Customer's use of the Cloud Service requires an onward transfer mechanism to lawfully transfer personal data from a jurisdiction to Couchbase located outside of that jurisdiction.

1. **The 2021 Standard Contractual Clauses.** For data transfers that are subject to the GDPR, the 2021 Standard Contractual Clauses will apply in the following manner:
  - a. Module Two (Controller to Processor) will apply where Customer is a controller of Customer Data and Couchbase is a processor of Customer Data;
  - b. Module Three (Processor to Processor) will apply where Customer is a processor of Customer Data and Couchbase is a sub-processor of Customer Data;
  - c. For each module, where applicable:
    - i. in Clause 7, the optional docking clause will apply and the parties shall cooperate in good faith to take the necessary steps to apply the 2021 Standard Contractual Clauses to another party;
    - ii. in Clause 9(a), Option 2 will apply, and the time period for prior notice of sub-processor changes will be as set forth in Section 3 (Subprocessing) of this DPA;
    - iii. in Clause 11, the optional language will not apply;
    - iv. in Clause 17 (Option 1), the 2021 Standard Contractual Clauses will be governed by the law of the EU member state in which the Data Exporter is established, and if no such law, the laws of the Republic of Ireland; provided that with respect to any transfers of data subject to the data protection laws of a country outside the EEA in which the competent authority has approved the use of the 2021 Standard Contractual Clauses (including but not limited to Switzerland) (an "**Adopting Country**"), the 2021 Standard Contractual Clauses will be governed by the data protection laws of the Adopting Country.
    - v. in Clause 18(b), disputes will be resolved before the courts of the EU member state in which the Data Exporter is established, and if no such law, the courts of the Republic of Ireland; provided that with respect to any





transfers of data subject to the data protection laws of an Adopting Country, any dispute arising from the 2021 Standard Contractual Clauses will be resolved by the courts of the Adopting Country.

vi. In Annex I, Part A:

- Data Exporter: Customer and authorized affiliates of Customer.
- Contact Details: Customer's email address(es) specified as the relevant account to receive communications under the Cloud Service
- Data Exporter Role: Customer is the controller or processor of Customer Data, as applicable
- Activities Relevant to the Data Transferred: Receipt of software and services from Couchbase and affiliates
- Signature & 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 DPA.
- Data Importer: Couchbase, Inc.
- Contact Details: Couchbase Legal Team – legal@couchbase.com
- Data Importer Role: Couchbase is the processor or sub-processor of Customer Data, as applicable
- Activities Relevant to the Data Transferred: Provision of software and services
- Signature & 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 DPA.

vii. In Annex I, Part B:

- The categories of data subjects are described in Annex A of this DPA.
- The sensitive data transferred is described in Annex A 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 Annex A of this DPA.
- The purpose of the processing is described in Annex A of this DPA.
- The period of the processing is described in Annex A of this DPA.



- For transfers to sub-processors, the subject matter, nature, and duration of the processing is outlined at <https://info.couchbase.com/cloud-subprocessors.html>
- viii. In Annex I, Part C: The supervisory authority of the EU member state specified in Section 1(d)(iv) of this Annex B above shall act as competent supervisory authority; provided that with respect to any transfers of data subject to the data protection laws of an Adopting Country, the supervisory authority is the data protection authority of the Adopting Country.
  - ix. Annex C of this DPA serves as Annex II of the Standard Contractual Clauses.
  - x. The parties agree that the following describe the parties' understanding of certain obligations under the Standard Contractual Clauses:
    1. Audits: Data Exporter instructs Data Importer to comply with any audits by complying with the audit provisions of Section 4(e) of the DPA.
    2. Liability: To the extent permitted under European Data Protection Laws, Data Importer's liability under the 2021 Standard Contractual Clauses will be subject to any aggregate limitations on liability set out in the Agreement.
2. Transfers of Data from Switzerland. Where the transfer of Personal Data is subject to the Swiss FDPA, the terms of Section 1 above will apply with the following modifications:
    - a. any references in the Standard Contractual Clauses to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss FADP;
    - b. any references to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be; and
    - c. any references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the Swiss Federal Data Protection and Information Commissioner and competent courts in Switzerland.
  3. Transfers of Data from the United Kingdom. Where the transfer of Personal Data is subject to UK Data Protection Laws, the parties agree:
    - a. The provisions of the IDTA, including Part 2 'Mandatory Clauses', shall apply in full;
    - b. For the purposes of Table 1 of the UK IDTA, the names of the parties, their roles and their details shall be set out in this Annex B;



- c. For the purposes of Tables 2 and 3 of the UK IDTA, the 2021 Standard Contractual Clauses incorporated into this DPA by reference, including the information set out in the attached Annexes, shall apply; and
- d. For the purposes of Table 4 of the UK IDTA, either party may end the UK IDTA if, after a good faith effort by the parties to amend this DPA, the parties are unable to come to a mutual agreement.
- e. To the extent permitted under UK Data Protection Laws, Data Importer's liability will be subject to any aggregate limitations on liability set out in the Agreement.



## Annex C

### Security Measures

This Annex describes Couchbase's Security Measures in providing the Services. Customer acknowledges that the Service operates pursuant to a shared responsibility model, which requires, among other things, that Customer take certain steps such as protecting the security of any Customer environment into which Couchbase products are deployed. If and to the extent Couchbase processes Customer Data on behalf of Customer in connection with the Service, Couchbase shall implement and maintain the following Security Measures:

1. **System Access Controls:** Couchbase shall take reasonable measures to prevent unauthorized use of the systems used for processing Customer Data. These controls shall vary based on the nature of the processing undertaken and may include, among other controls, strong authentication, documented authorization processes, documented change management processes and/or, logging of access on several levels.
2. **Data Access Controls:** Couchbase shall take reasonable measures to provide that any Customer Data in Couchbase's control is accessible and manageable only by properly authorized staff. Application access rights are established and enforced to ensure that persons entitled to use a data processing system only have access to the Customer Data to which they have access privileges; and, that Customer Data cannot be read, copied, modified or removed without authorization in the course of processing.
3. **Transmission Controls:** Couchbase shall take reasonable measures to ensure that Customer Data cannot be read, copied, modified or removed without authorization during electronic transmission or transport. Couchbase uses industry standard firewall and encryption technologies to protect data in transit and at rest.
4. **Input Controls:** Couchbase shall take reasonable measures to provide that it is possible to check and establish whether and by whom Customer Data has been entered into data processing systems, modified or removed; and, any transfer of Customer Data to a third-party service provider is made via a secure transmission.
5. **Data Protection:** Couchbase shall take reasonable measures to ensure that Customer Data is protected against accidental destruction or loss.
6. **Logical Separation:** Customer Data in Couchbase's control is logically segregated on systems managed by the Couchbase to prevent unauthorized access.



## Annex D

### List of Affiliates and Subprocessors

To provide the products and services licensed by Customer under the Agreement, Couchbase may engage the Couchbase Affiliates, Infrastructure Providers, and Other Third-Party Subprocessors as disclosed at <https://info.couchbase.com/cloud-subprocessors.html>.

