DATA PROCESSING ADDENDUM

1. INTRODUCTION

1.1 This Data Processing Addendum (“**DPA**”) forms part of the Agreement between the party identified therein (“**Customer**”) and Broadcom and applies where Broadcom processes Personal Data on behalf of Customer as part of providing Services. All capitalized terms used but not defined in this DPA have the meanings set forth in the Agreement.

1.2 In the course of providing Services to Customer pursuant to the Agreement, Broadcom may process Personal Data that is subject to Data Protection Laws. This DPA reflects the parties’ agreement with regard to the processing of such Personal Data. For purposes of this DPA, Broadcom is the Processor and Customer is the Controller, or Customer is acting on behalf of a Controller. This DPA does not apply where Broadcom is the Controller.

2. DEFINITIONS

2.1. “**Controller**” means an entity that determines the purposes and means of the processing of Personal Data.

2.2. “**Data Protection Laws**” means all data protection and privacy laws applicable to the processing of Personal Data by Broadcom on behalf of Customer when delivering the Services.

2.3. “**Personal Data**” as used in the DPA means any information relating to an identified or identifiable natural person contained within Customer Data that Broadcom processes on behalf of Customer when delivering the Services.

2.4. “**Personal Data Breach**” means a breach of security of the Services leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

2.5. **"Processor"** means an entity that processes Personal Data on behalf of a Controller.

2.6. “**Services**” as used in the DPA means the provision of maintenance and support services, software as a service or any other services by Broadcom to Customer under the Agreement.

2.7. “**Sub-Processor**” means a Processor engaged by Broadcom that processes Personal Data pursuant to the Agreement. Sub-Processors may include third parties or any Broadcom Affiliate.

3. PROCESSING OPERATIONS

3.1. **Subject Matter**. The subject matter of the processing under the Agreement is Personal Data.

3.2. **Duration**. The duration of the processing under the Agreement is determined by Customer and as set forth in the Agreement.

3.3. **Purpose**. The purpose of the processing under the Agreement is the provision of the Services by Broadcom to Customer as specified in the Agreement.

3.4. **Nature of the Processing**. Broadcom and its Sub-Processors are providing Services and fulfilling contractual obligations to Customer as described in the Agreement. These Services may include the processing of Personal Data by Broadcom and its Sub-Processors.

3.5. **Categories of Data Subjects**. Customer determines the data subjects, which may include Customer’s employees, contractors, suppliers, and other third parties.

3.6. **Categories of Data**. Customer controls the categories of Personal Data that are processed through its use and configuration of the Services.

3.7. **Compliance with Laws and Instructions**. Broadcom must comply with Data Protection Laws and will process Personal Data in accordance with Customer's documented instructions. Customer agrees that the Agreement (including this DPA) is its complete and final instructions to Broadcom regarding the processing of Personal Data. Broadcom will not re-identify any de-identified Personal Data other than in accordance with Customer's documented instructions. Processing any Personal Data outside the scope of the Agreement requires prior written agreement between Broadcom and Customer and may incur additional fees. Customer may terminate the Agreement upon written notice if Broadcom declines or is unable to accept any reasonable modification to processing instructions that (i) are necessary to enable Customer to comply with Data Protection Laws, and (ii) the parties were unable to agree upon after good faith discussions. Broadcom must inform Customer if Broadcom cannot comply with an instruction or in Broadcom's opinion, a Customer instruction infringes applicable Data Protection Laws.

3.8. **Customer Obligations**. Customer's use of the Services and processing instructions must comply with Data Protection Laws and Customer is responsible for the accuracy and quality of the Personal Data, and must obtain all rights and authorizations necessary for Broadcom to process Personal Data under the Agreement.

3.9. **Confidentiality**. Broadcom shall ensure that Broadcom personnel authorized to process Personal Data have committed themselves to confidentiality requirements at least as protective as those of this DPA or the Agreement governing the applicable engagement with Broadcom for which Processing is performed or are under an appropriate statutory obligation of confidentiality.

3.10. **Deletion**. Upon termination of the Agreement or after the end of provision of the Services, Broadcom shall delete or return any Personal Data in accordance with Data Protection Laws and consistent with the terms of the Agreement and the applicable SaaS Listing, unless applicable law requires further storage, in which case Broadcom will implement reasonable measures to prevent any further processing and the terms of this DPA will continue to apply to that retained Personal Data.

4. DATA SUBJECT RIGHTS AND DATA PROTECTION IMPACT ASSESSMENTS

4.1. **Data Subject Rights**. If Broadcom receives any requests from individuals wishing to exercise their rights in relation to Personal Data (a "**Request**"), Broadcom will promptly redirect the Request to Customer. Broadcom will not respond to the Request directly unless authorized by Customer or required by law. Customer may address Requests using the Services. If Customer needs assistance, Customer will request Broadcom's reasonable cooperation, which Broadcom will provide, at Customer's expense.

4.2. **Data Protection Impact Assessments**. If required by Data Protection Laws, Broadcom will, at Customer's expense, provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments and prior consultations with data protection authorities.

5. SUB-PROCESSING

5.1. **General**. Customer grants Broadcom a general authorization to engage Sub-Processors to process Personal Data to provide the Services. Broadcom shall enter into a written agreement with each Sub-Processor that imposes obligations on the Sub-Processor substantially similar to those imposed on Broadcom in this DPA and at a minimum, no less protective than those required by Data Protection Laws. Broadcom shall remain liable to Customer for the performance of its Sub-Processors to the same extent Broadcom would be liable if performing the Services itself.

5.2. **Disclosure and Notifications**. The list of Sub-Processors is available at: https://www.broadcom.com/company/legal/privacy/sub-processors. Broadcom shall provide notice of new Sub-Processors by updating such list or through email where Customer has signed up for notifications at https://www.broadcom.com/company/legal/privacy/sub-processors.

5.3. **Objections**. If Customer objects to Broadcom's use of a new Sub-Processor in writing and on reasonable data protection grounds within thirty (30) calendar days of Broadcom's notice, Broadcom will discuss those concerns with Customer in good faith with an aim of achieving resolution.

6. DATA TRANSFERS

6.1. **General**. To provide the Services, Broadcom may transfer and process Personal Data to and in locations around the world where Broadcom or its Sub-Processors maintain data processing operations.

6.2. **Data Privacy Framework.** Broadcom complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce (as applicable, the "Data Privacy Framework") and has certified to the U.S. Department of Commerce that it adheres to the relevant Data Privacy Framework Principles.

6.3. **Compliance with DPF, SCC, IDT**. If required by applicable law, Broadcom will process all Personal Data transferred outside the country of origin in accordance with the Data Privacy Framework, EU Standard Contractual Clauses ("**SCC**"), the UK International Data Transfer Addendum ("**IDT**"), or the Brazilian Standard Contractual Clauses ("BR SCC", at https://www.broadcom.com/company/legal/privacy/data-transfers), including where Personal Data is processed by a Sub-Processor. If the SCC are implemented, adopted, or recognized as a legitimate data transfer mechanism in countries outside the European Economic Area ("**EEA**"), then Broadcom shall apply the relevant SCC Modules to the transfer of Personal Data originating from such country(ies). In the event that Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (i) Data Privacy Framework self-certifications; (ii) Standard Contractual Clauses.

6.4. **SCC Selections**. SCC Module Two and SCC Module Three, as applicable, apply with the following selections:

Section Reference	Concept	Selection by the Parties
Section I, Clause 7	Docking clause	The option under Clause 7 shall not apply
Section II, Clause 9	Use of sub-processors	Option 2 will apply, and the time period for prior notice of sub-processor changes shall be as set out in Section 5.3 (Objections)
Section II, Clause 11	Redress	The option under Clause 11 shall not apply
Section IV, Clause 17	Governing law	The laws of Ireland The FADP insofar as the transfers are governed by FADP
Section IV, Clause 18(b)	Choice of forum and jurisdiction	The courts of Ireland

Annex I.A	List of Parties	See the Agreement
Annex I.B	Description of transfer	See Sections 1 (Introduction), 3 (Processing Operations) and 5 (Sub-Processing)
Annex I.C	Competent supervisory authority	Irish Data Protection Commission Federal Data Protection and Information Commissioner insofar as the transfers are governed by the FADP
Annex II	Technical and organizational measures	See Section 8 (Security and Breach) and the documentation referenced in Section 8.1 (Broadcom Obligations)
Additional adaptations insofar as the FADP governs the transfers	The term 'member state' must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of residence (Switzerland) in accordance with Clause 18(c) of the SCC. The references to "GDPR" are to be understood as references to FADP.	

6.5. **SCC Module Three Terms**. Where SCC Module Three is applicable, the following terms apply:

6.5.1. For the purposes of Clause 8.1(a), (b) and (c), Customer hereby informs Broadcom that it acts as Processor under the instructions of the relevant Controller with respect to Personal Data. Customer warrants that its processing instructions as set out in the Agreement, including the DPA, including its authorizations to Broadcom for the appointment of Sub-Processors in accordance with the DPA, have been authorized by the relevant Controller. Customer is solely responsible for conveying any Sub-Processor notifications to the relevant Controller where appropriate.

6.5.2. For the purposes of Clause 8.6(c) and (d), Broadcom shall provide notification of a Personal Data Breach to Customer in accordance with the DPA.

6.5.3. For the purposes of Clause 8.9, all enquiries from the relevant Controller shall be provided to Broadcom by Customer. If Broadcom receives an enquiry directly from a Controller, it shall forward the enquiry to Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant Controller where appropriate.

6.5.4. For the purposes of Clause 10 and subject to the DPA, Broadcom shall notify Customer about any request it has received directly from a Data Subject without obligation to handle it but is not obligated to notify the relevant Controller. Customer shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.

6.6. **IDT Selections**. The IDT applies to the transfers from the United Kingdom, with the following selections:

Reference	**Concept**	**Selection by the Parties**
Table 1	Parties	See the Agreement

Table 2	Selected SCC, Modules and Selected Clauses	The information in Section 6.3 (SCC Selections) shall apply
Table 3	Appendix Information	The information in Section 6.3 (SCC Selections) shall apply
Table 4	Ending this Addendum when the Approved Addendum Changes	Neither party may end the IDT, except as set forth in the Agreement

6.7. **Conflicts**. In the event of a conflict between any term of this DPA and the SCC or IDT, the SCC or IDT shall prevail. The specific procedures related to sub-processing and audits in Sections 5 (Sub-Processing) and 7 (Audits) supplement the related clauses in the SCC or IDT.

7. AUDITS AND INSPECTIONS

7.1. **Process**. Broadcom shall make available to Customer, upon reasonable written request, information related to the processing of Personal Data of Customer as necessary to demonstrate Broadcom's compliance with its obligations under this DPA. Broadcom's security certifications are published at https://www.broadcom.com/support/saas/compliance-audit-reports. Broadcom shall allow for audit or inspection requests by Customer or an independent auditor in relation to the processing of Personal Data to verify that Broadcom is in compliances with this DPA if (i) Broadcom has not provided sufficient written evidence of its compliance with the technical and organizational measures, e.g. a certification of compliance with ISO 27001 or other standards; (ii) a Personal Data Breach has occurred; (iii) an audit or inspection is officially requested by Customer's data protection authority; or (iv) Data Protection Laws provides Customer with a mandatory on-site inspection right; and provided that Customer shall not exercise this right more than once per year unless Data Protection Laws requires more frequent audits or inspections. Any information provided by Broadcom and/or audits performed pursuant to this section are subject to the confidentiality obligations set forth in the Agreement. Such inspections shall be conducted in a manner that does not impact the ongoing safety, security, confidentiality, integrity, availability, continuity and resilience of the inspected facilities, networks and systems, nor otherwise expose or compromise any data processed therein.

7.2. **Costs**. Customer is responsible for all costs associated with any such audit or inspection, including reimbursement of Broadcom for all reasonable costs of complying with Customer or regulator instructions, unless such audit reveals a material breach by Broadcom of this DPA, then Broadcom shall bear its own cost of such an audit. If an audit determines that Broadcom has breached its obligations under this DPA, Broadcom will promptly remedy the breach at its own cost.

8. SECURITY AND BREACH

8.1. **Broadcom Obligations**. Broadcom shall implement appropriate technical and organizational measures designed to protect Personal Data ("Security Measures"). Such Security Measures are described in the documentation available under "Information Security" at https://www.broadcom.com/company/legal/privacy/data-transfers, provided that the applicability and scope of various standards and controls may differ with respect to the requirements of a specific business unit, service, product or specific engagement. Security Measures are subject to technical progress and development. Broadcom may modify Security Measures from time to time, provided that any modifications do not result in material degradation of the overall security of the Services.

8.2. **Customer Obligations**. Customer shall implement appropriate technical and organizational measures in its use and configuration of the Services. Customer is responsible for properly configuring the Services to meet its specific processing and security requirements, which may include the use of encryption technologies.

8.3. **Notification of Breach**. Broadcom shall notify Customer without undue delay after becoming aware of any Personal Data Breach. Broadcom will use reasonable efforts to identify the cause of such Personal Data Breach and shall without undue delay: (i) investigate the Personal Data Breach and provide Customer with information about the Personal Data Breach, including any information required by Data Protection Laws to the extent such information is reasonably available; and (ii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Personal Data Breach to the extent the remediation is within Broadcom's reasonable control.

9. RELATIONSHIP WITH AGREEMENT AND UPDATES

9.1. **Relationship**. Any claims brought under this DPA will be subject to the terms of the Agreement (including its exclusions and limitations). In the event of any conflict between this DPA and any provisions in the Agreement, the terms of this DPA will prevail.

9.2. **Updates**. Broadcom may modify this DPA: (i) if required to do so by a data protection authority or other government or regulatory entity; or (ii) to comply with Data Protection Laws. Broadcom may further exchange, adopt, or update its data transfer or compliance mechanisms provided they are recognized by Data Protection Laws. The modified DPA will become effective when published on Broadcom's website.

10. SUPPLEMENTARY MEASURES

10.1 In the event of international data transfers from the EEA, Broadcom shall undertake the following safeguards: (i) encryption key management as outlined in the documentation referenced in Section 8 (Security and Breach); (ii) challenge any unjust government requests for Personal Data; and (iii) delete any Personal Data as set forth in Section 3.10 (Deletion).

11. CCPA SUPPLEMENTAL TERMS

To the extent that the California Consumer Privacy Act of 2018, as amended, Cal. Civ. Code § 1798.100 et seq. ("CCPA") applies to Personal Data, the following supplemental terms apply:

11.1. Broadcom is acting as Customer's 'service provider' and processing the Personal Data for the limited and specific 'business purpose' of providing the Services purchased pursuant to the Agreement, which may be further detailed in the applicable SaaS Listing.

11.2. Broadcom will comply with the requirements of CCPA that are applicable to Broadcom as a service provider and will provide the level of privacy protection as further described in the Agreement, including facilitating Customer's responses to, and compliance with, its consumers' requests as detailed in Section 4.1 (Data Subject Rights), and implementing security measures as described in Section 8 (Security and Breach).

11.3. To ensure that Broadcom uses Personal Data in a manner consistent with Customer's obligations under the CCPA, Customer may take the reasonable and appropriate steps set forth in Section 7 Audits and Inspections.

11.4. Broadcom will notify Customer if Broadcom determines that it can no longer meet its obligations under CCPA.

11.5. If Customer reasonably believes that Broadcom is using Personal Data in a manner not authorized by the Agreement or by the CCPA, Customer may take the following reasonable and appropriate steps: (i) notify Broadcom so that the parties may work together in good faith to resolve the matter, or (ii) exercise any other rights provided in the Agreement.

11.6. Broadcom will not ‘sell’ or ‘share’ Personal Data (as those terms are defined under CCPA).

11.7. Broadcom will not retain, use, or disclose Personal Data outside of the direct business relationship between Broadcom and Customer or for commercial or any other purposes other than for the business purpose identified above, except as otherwise permitted by CCPA.

11.8. Broadcom will not combine Personal Data with data received from another source or with data collected by Broadcom from its own interactions with Customer’s consumers, except as permitted by CCPA.