Feedly, Inc.

Enterprise Subscription Agreement

This Enterprise Subscription Agreement ("**Agreement**") is between Feedly, Inc. with offices at ███████████ ███████████████ ("**Feedly**"), and the entity indicated on any Order Form that references or attaches this Agreement ("**Customer**"). This Agreement establishes a framework that will enable Feedly to provide Customer with its enterprise, hosted solution, or Software-as-a-Service (the "**Services**"). This Agreement is entered into upon the date of the last signature below ("**Effective Date**").

1. **DEFINITIONS.**

   1.1. "**Affiliate**" means any entity(ies) controlling, controlled by, and/or under common control with a party hereto, where "control" means the ownership of more than 50% of the voting securities in such entity.

   1.2. "**Authorized Reseller**" means a reseller or distributor that is enabled and authorized by Feedly to sell the Services.

   1.3. "**Customer Content**" means any data, content or materials that Customer (including its Users) creates within or submits to the Services.

   1.4. "**Documentation**" means Feedly's electronic user guide, which may be updated by Feedly from time to time.

   1.5. "**Fees**" means those fees set forth within the Order Form.

   1.6. "**Order Form**" means the transactional document agreed to between the parties which states the Services being purchased, price, number of Users, and other applicable transaction details. For the avoidance of doubt, the parties acknowledge and agree the terms and conditions stated within this Agreement and an executed Order Form shall govern with respect to all matters contemplated herein.

   1.7. "**Personal Data**" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data protection laws and regulations).

   1.8. "**Purchase Order**" means a Customer's processing document, or similar record, which is used by Customer to demonstrate internal approval and /or record of a purchase. Any terms stated within a Purchase Order shall be null and void and are expressly rejected by the parties.

   1.9. "**Subscription**" means the applicable services, support and function(s) of the Services provided pursuant to the applicable Order Form.

   1.10. "**Subscription Start Date**" means the date of the earliest to occur of the following: (a) execution of an Order Form for the Services; (b) Feedly's receipt of a purchase order or similar document referencing an Order Form; (c) Feedly's receipt of Customer's payment for the Services pursuant to an Order Form.

   1.11. "**Trial Access**" means time limited access of the Services on a trial basis.

   1.12. "**Usage Data**" means Feedly's technical logs, data and learnings about Customer's use of the Services, but excluding Customer Content.

   1.13. "**User**" means Customer's employees, consultants, contractors, and agents: (a) who are authorized by Customer to access and use the Subscription under the rights granted to Customer pursuant to this Agreement and the applicable Order Form; and (b) for whom access to the Subscription has been purchased pursuant to the applicable Order Form. A User must be over the age of thirteen (13) years old.

2. **ORDERING PROCESS.**

   2.1. Unless otherwise agreed to between Customer and Feedly in writing, the terms of this Agreement shall govern any and all use of the Services. Purchases of Services may take place by either:

   (a) executing an Order Form with Feedly; or

   (b) completing a purchase with an Authorized Reseller. For the avoidance of doubt, in the event Customer purchases from an Authorized Reseller, Feedly shall have no obligations to Customer with respect to any terms and conditions outside of this Agreement unless otherwise agreed to in writing between Customer and Feedly.

2.2. Feedly and Customer acknowledge and agree that Trial Access may be: (i) modified and/or updated and/or terminated without notice, and (ii) limited in functionality, features, maintenance, support and contain other limitations not present in purchased Services. If Customer receives Trial Access, Feedly will make the Services available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Services or (b) the start date of any Subscription purchased by Customer pursuant to an Order Form, or (c) termination by Feedly in its sole discretion. NOTWITHSTANDING THE "LIMITED WARRANTY" AND "INDEMNIFICATION" SECTIONS BELOW, TRIAL ACCESS IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND FEEDLY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO SUCH TRIAL ACCESS UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE FEEDLY'S LIABILITY WITH RESPECT TO SUCH TRIAL ACCESS SHALL NOT EXCEED ███████████.

3. PAYMENT OF FEES.

3.1. **Order Form Purchases.** For enterprise purchases, each Order Form will: (i) reference or attach this Agreement; (ii) state the Subscription Term(s) and Subscription(s) that are being purchased; and (iii) state the Fees due for the applicable Subscription(s). Each Order Form is hereby incorporated into this Agreement by reference. The parties hereby agree to the terms and conditions stated within this Agreement and those found within an Order Form to the exclusion of all other terms. The parties agree that all terms stated within a Purchase Order, or other similar document, shall be null and void and are expressly rejected. Customer will pay Feedly the applicable Fees without any right of set-off or deduction. All payments will be made in accordance with the payment details stated within the applicable Order Form. If not otherwise specified: (i) Feedly will invoice Customer for the Fees upon the acceptance of an Order Form; and (ii) all Fees will be due and payable within thirty (30) days of Customer's receipt of an invoice. Except as expressly set forth in this Agreement, all Fees paid or due hereunder (including prepaid amounts) are non-refundable, and no credit will be due, including without limitation if this Agreement is terminated in accordance with Section 4 herein.

3.2. **Late Payment; Taxes.** Any unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of any and all taxes or duties, now or hereafter imposed by any governmental authority, including, but not limited to any national, state or provincial tax, sales tax, value-added tax, property and similar taxes, if any.

4. TERM AND TERMINATION.

4.1. **Term.** This Agreement commences on the Effective Date and continues throughout the duration of Customer's use of the Services.

4.2. **Subscription Term.** A Subscription Term begins as of the Subscription Start Date and remains in effect for the term length indicated on the Order Form (the "**Subscription Term**"). Subscriptions must be used during the Subscription Term and any unused or underutilized Subscriptions will expire at the end of the Subscription Term.

4.3. **Termination.** Either party may terminate this Agreement or any Order Form executed between the parties if:

(a) the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after written notice; or

(b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.4. **Suspension of Services.** Feedly may, in its sole discretion, suspend delivering Services if Customer breaches the terms of Section 3 (Payment of Fees) until the breach is remedied. Unless otherwise stated herein, this Agreement remains in full force and effect throughout the duration of Customer's access to the Services. In the event this Agreement is terminated by Customer in accordance with Section 4.3, Feedly will refund Customer any prepaid Fees for the prorated portion of unused Subscription Term. For the avoidance of doubt, in no event will termination relieve Customer of its obligation to pay any Fees payable to Feedly for the period prior to the effective date of termination.

4.5. **Survival.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

5. RESTRICTIONS AND RESPONSIBILITIES.

5.1.   **Restrictions.** Customer will not, and will not permit any third party to (not otherwise defined as a User):

    (a)   use the Services for any purpose other than as specifically authorized in this Agreement;

    (b)   use the Services in such a manner that would enable any third party to access the Services;

    (c)   use the Services for time sharing or service bureau purposes (including without limitation, sublicensing, distributing, selling, reselling any Services);

    (d)   use the Services for any purpose other than its or its Affiliates' own internal, non-commercial use;

    (e)   use the Services other than in compliance with all applicable laws and regulations, including in compliance with applicable intellectual property laws;

    (f)   use the Services in any manner that: (i) is illegal, intentionally infringing, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, or libelous (including without limitation, accessing any computer, computer system, network, Services, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any User authentication or security process); (ii) impersonates any person or entity, including without limitation any employee or representative of Feedly; or (iii) contains a virus, trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs);

    (g)   use the Services, including any generative artificial intelligence within the Services, to intentionally infringe any third party intellectual property or proprietary right; or

    (h)   except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Services or access the Services for the purpose of: (i) building a competitive product or service, (ii) building a product or service using similar ideas, features, functions or graphics of the Services, (iii) copying any ideas, features, functions or graphics of the Services, or (d) determining whether the Services are within the scope of any patent.

5.2.   **Responsibilities.** Customer will be responsible for:

    (a)   maintaining the security of Customer's accounts, passwords (including, but not limited to, administrative and User passwords) and files, and for all uses of Customer's accounts with or without Customer's knowledge or consent; and

    (a)   any acts or omissions carried out by Users on Customer's behalf. Customer shall ensure that Users such as independent contractors are subject to terms no less stringent than those stated herein.

6.   CUSTOMER CONTENT; SERVICE LEVELS.

6.1.   **Content Use.** Customer grants Feedly the non-exclusive, worldwide right to use, copy, store, transmit and display Customer Content and to modify and create derivative works of Customer Content (for reformatting or other technical purposes), but only as necessary to provide the Services to Customer under this Agreement.

6.2.   **Security.** Feedly employs industry-standard technological measures that are reasonably designed to help protect information from loss, unauthorized access, disclosure, alteration, or destruction. While Feedly takes reasonable efforts to guard information, no security system is impenetrable. Information on Feedly's information security practices are attached as **Appendix 1**.

6.3.   **Personal Data.** The DPA attached as **Appendix 2** governs EU Personal Data and/or UK Personal Data processed under this Agreement.

6.4.   **Privacy.** Consistent with its Privacy Policy located here https://feedly.com/i/legal/privacy, Feedly may collect data with respect to, and report on the aggregate response rate and other aggregate measures of, the Services performance and Customer's usage of the Services. With respect to the protection of information, the Feedly Privacy Policy applies. Users agree to receive, from time-to-time, information about Feedly products and services and may opt-out at any time by using the unsubscribe link included in the communication or by contacting Feedly via email at privacy@feedly.com.

6.5.   **Customer Content Export.** During the Subscription Term or within 30 days thereafter, Customer may export its Customer Content from the Services using the export features described in the Documentation. After this

export period, Feedly may delete Customer Content in accordance with its standard schedule and procedures. If Customer elects advanced privacy settings, all associated Customer Content will not be captured or stored and cannot be retrieved.

6.6. **Service Levels.** Feedly employs reasonable steps to maintain the Services for 99.5% uptime, and responds to support requests by email to its support desk. Feedly's service levels agreement (SLA) is attached as **Appendix 3**.

7. CONFIDENTIALITY.

7.1. **Definitions.** Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "**Confidential Information**"). Such Confidential Information shall be either: (a) identified as confidential at the time of disclosure; or (b) the nature of such information and/or the manner of disclosure are such that a reasonable person would understand it to be confidential. Without limiting the foregoing, the Services are considered Feedly Confidential Information.

7.2. **Obligations.** The Receiving Party agrees: (a) not to divulge to any third person any such Confidential Information; (b) to give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement; and (c) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information.

7.3. **Exclusions.** The Disclosing Party agrees that Section 7.2 will not apply with respect to any information which, as evidenced by the Receiving Party's written records: (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or (b) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party through no violation of this Agreement; or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party.

7.4. **Compelled or Required Disclosures.** Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party, when legally permissible, reasonable prior notice of such disclosure to allow the Disclosing Party to contest such order at its own expense. The Receiving Party will use reasonable efforts to cooperate in connection with the Disclosing Party's efforts to obtain any such order or other remedy. The Receiving Party will disclose only that portion of the Confidential Information that it is legally required to disclose, based on advice of counsel. Both parties will have the right to disclose Confidential Information in connection with: (i) a required filing to a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order), or (ii) disclosures made to potential investors or acquirers, provided that at all times the Confidential Information shall be protected in a manner no less stringent as set forth in this Section 7.

7.5. **Remedies.** Each party, as the Receiving Party, acknowledges and agrees that the other party, as the Disclosing Party, may suffer irreparable damage in the event of a breach of the terms of this Section 7 and that such party will be entitled to seek injunctive relief (without the necessity of posting a bond) in the event of any such breach.

7.6. **NO WARRANTIES.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE, EXCEPT THAT EACH PARTY REPRESENTS THAT IT POSSESSES THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION PROVIDED TO THE OTHER PARTY UNDER THE TERMS OF THIS AGREEMENT.

7.7. **Term of Confidentiality.** The parties' obligations with respect to the protection of Confidential Information shall remain in force for a period of five (5) years following the receipt of such Confidential Information and shall survive any termination or expiration of this Agreement.

8. PROPRIETARY RIGHTS AND LICENSES.

8.1. **Ownership.** Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Feedly's use rights in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Content. Except for Customer's use rights in this Agreement, Feedly and its licensors retain all intellectual property and other rights in the Services, Documentation, and related Feedly technology, formats and dashboards, including any modifications or improvements to these items

made by Feedly. Feedly may generate and use anonymized and aggregated Usage Data to operate, improve, analyze and support the Services and for other lawful business purposes.

8.2. **License.** Subject to the terms and conditions of this Agreement, Feedly hereby grants to Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable license for Customer's and its Affiliates' Users to use the Services at the tier level selected by Customer, or as set forth in an Order Form, including any call volume limits, during the Subscription Term solely for: (i) its internal, non-commercial use; and (ii) the number of Users for which Customer has paid Feedly for. This Agreement does not constitute a sale of the Services and does not convey to Customer any rights of ownership in or related to the Services or any other Feedly intellectual property rights. For purposes of clarity, the Services allow Customer to view and monitor insights from content available throughout the Internet, including news sites, blogs, and newsletters. Customer may share Feedly insights using the functionality within the Services. Additionally, the Services can provide RSS feeds of underlying content and redirect Customer to the source of where underlying content can be accessed (collectively, "**Original Source Content**"). Original Source Content may be subject to paywalls and other copyright license fees. Feedly does not provide licenses to Original Source Content and any use or sharing of Original Source Content is subject to the terms and conditions of the copyright holder.

8.3. **Feedback.** If Customer provides Feedly with feedback or suggestions regarding the Services or other Feedly offerings ("**Feedback**"), Feedly may use the Feedback without restriction or obligation. For the avoidance of doubt, Feedback does not include Customer Confidential Information or intellectual property owned by Customer.

8.4. **Proprietary Markings.** Customer shall not remove, alter or obscure any of Feedly's (or its licensors') copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other indicia of Feedly's (or its licensors') ownership or contribution from the Services.

9. WARRANTIES AND DISCLAIMERS.

9.1. **Limited Warranty.** Feedly warrants that: (i) it has the authority to enter into this Agreement, (ii) the Services will perform materially as described in the Documentation and Feedly will not materially decrease the overall functionality of the Services during a Subscription Term; and (iii) it will use commercial industry standard methods designed to ensure the Services provided to Customer does not include any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or User data.

9.2. **Warranty Remedy.** If at any time Feedly fails to comply with the warranties in this Section 9, Customer may promptly notify Feedly in writing of any such noncompliance. Feedly will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting the non-compliance is not established during such period, Customer may terminate this Agreement and receive a prorated refund for the unused portion of the Subscription Term as its sole and exclusive remedy for such noncompliance.

9.3. **DISCLAIMERS.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1 (LIMITED WARRANTY), THE SERVICES ARE PROVIDED "AS IS". FEEDLY AND ITS LICENSORS MAKE NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. WITHOUT LIMITING ITS EXPRESS OBLIGATIONS IN SECTION 6.6 (SERVICE LEVELS), FEEDLY DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE IN COMBINATION WITH THIRD-PARTY SERVICES USED BY CUSTOMER OR MAINTAIN CUSTOMER CONTENT WITHOUT LOSS. FEEDLY IS NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE FEEDLY'S CONTROL. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

10. INDEMNIFICATION.

10.1. **By Feedly.** Feedly will defend Customer from and against any third-party claim to the extent alleging that the technology used to provide the Services, when used by Customer as authorized in this Agreement, infringe

a third party's patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Feedly resulting from the claim.

10.2. **By Customer.** Customer will defend Feedly from and against any third-party claim to the extent resulting from Customer Content when used by Feedly as authorized in this Agreement or in any Order Form, and will indemnify and hold harmless Feedly against any damages or costs awarded against Feedly (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

10.3. **Procedures.** The indemnifying party's obligations in this Section 10 are subject to receiving (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Services, when Feedly is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

10.4. **Mitigation and Exceptions.** In response to an actual or potential infringement claim, if required by settlement or injunction or as Feedly determines necessary to avoid material liability, Feedly may at its option: (a) procure rights for Customer's continued use of the Services, (b) replace or modify the allegedly infringing portion of the Services to avoid infringement without reducing the Services' overall functionality or (c) terminate the affected Order Form and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Feedly's obligations in this Section 10 do not apply (1) to the extent infringement results from Customer's modification of the Services or use of the Services in combination with items not specified in the Documentation or provided by Feedly, (2) to unauthorized use of the Services, (3) to Customer's access or use of any Original Source Content, which is subject to the terms and conditions of the copyright holder, (4) if Customer settles or makes any admissions about a claim without Feedly's prior consent, (5) if Customer continues to use the Services (or any element thereof) after being notified of allegedly infringing activity or informed of modifications that would have avoided the alleged infringement or (6) to Trial Access. **This Section 10 sets out Customer's exclusive remedy and Feedly's entire liability regarding infringement of third-party intellectual property rights.**

11. LIMITATIONS OF LIABILITY.

11.1. **Consequential Damages Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR THEIR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, LOSS OF REVENUE, ANTICIPATED PROFITS, LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

11.2. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF EACH PARTY AND ITS AFFILIATES AND LICENSORS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY CUSTOMER OR ITS AFFILIATES HEREUNDER IN THE ONE YEAR PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, BUT WILL NOT LIMIT CUSTOMER'S OR ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "PAYMENT OF FEES" SECTION ABOVE.

12. MISCELLANEOUS.
This Agreement contains the final agreement of the parties relative to the subject matter hereof. This Agreement may not be modified, except by a written instrument signed by both parties. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision is severed and all remaining provisions continues in full force and effect. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. If a party fails to enforce a provision of this Agreement, it is not precluded from enforcing the same provision at another time. Any notice or communication required or permitted hereunder must be in writing, and sent to the address specified below, or at such other address a party may specify in writing, and is deemed received when: (a) personally delivered, on the day of delivery, or (b) sent by a commercial delivery service such as Federal Express or United Parcel Service with shipment tracking, on the day delivery is confirmed by the tracking service. This Agreement is not assignable, transferable or sublicensable by either party without the other party's prior written

consent, not to be unreasonably withheld or delayed; provided that either party may transfer and/or assign this Agreement to a successor in the event of a sale of all, or substantially all, of its business or assets to which this Agreement relates. This Agreement will be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in San Mateo County, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

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FEEDLY, INC.

Government Office for Science, represented by
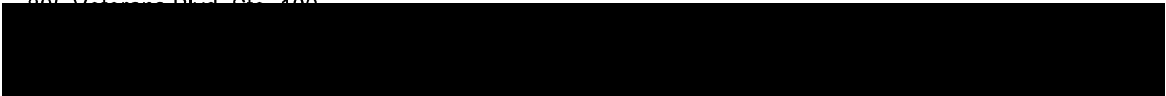Department for Science, Innovation & Technology
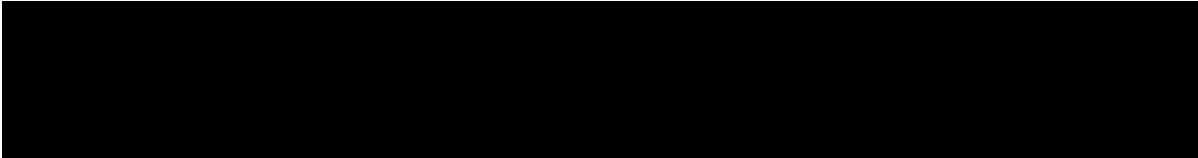
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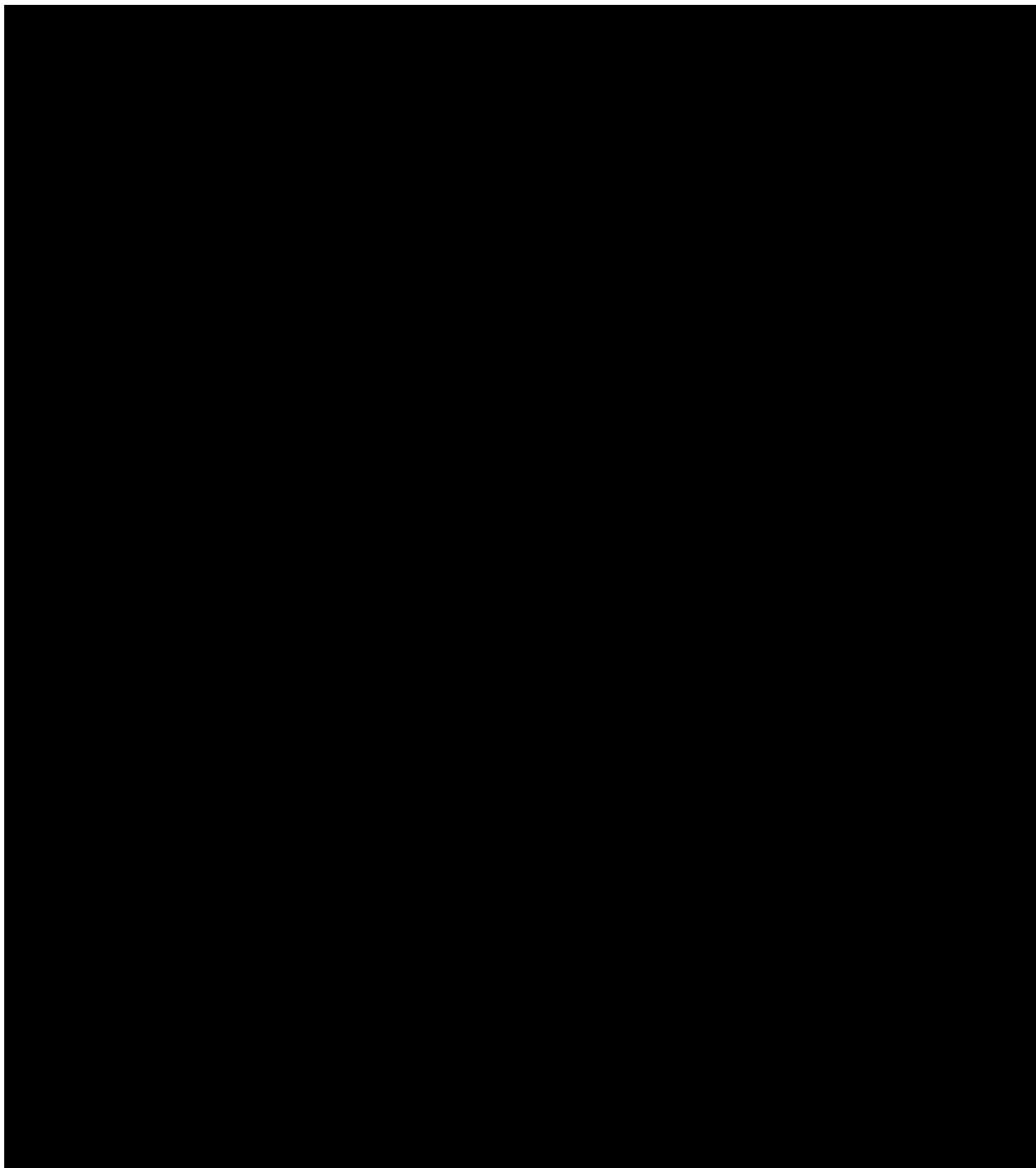
APPENDIX 1

FEEDLY, INC.
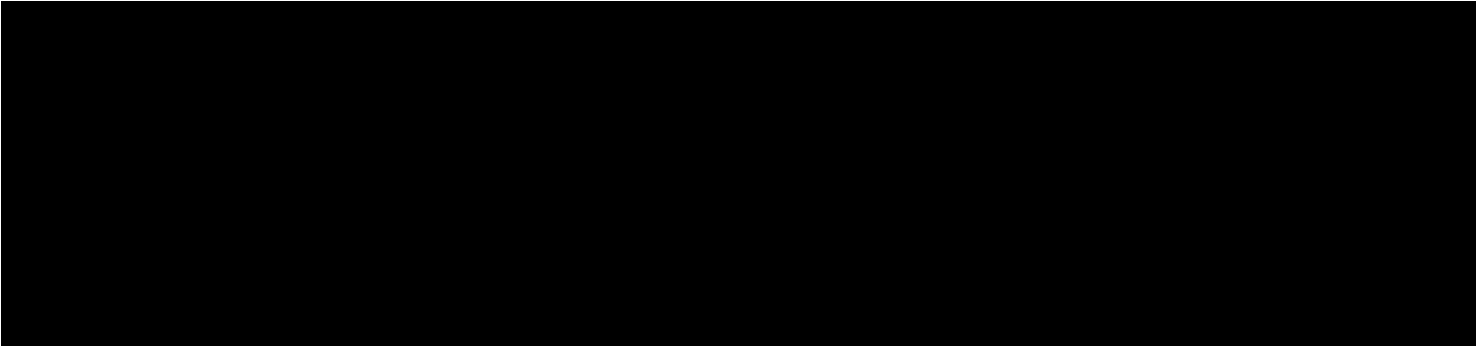## INFORMATION SECURITY PRACTICES

OFFICIAL

APPENDIX 2

FEEDLY, INC.
Customer Data Processing Addendum
("DPA")

This Feedly Customer Data Processing Addendum forms a part of the Agreement between customer named on the Agreement ("Customer") and Feedly, Inc. and shall be effective on the date both parties execute this DPA ("Effective Date"). All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1. DEFINITIONS

"**Agreement**" means Feedly's Enterprise Master Subscription Agreement, which governs the provision of Services to Customer.

"**CCPA**" means California Consumer Privacy Act of 2018, as amended, including the California Privacy Rights Act ("CCPA").

"**Data Controller**" means the entity, which determines the purposes and means of the processing of Personal Data.

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

"**Process**" or "**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaption, or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

"**Data Subject**" means the individual to whom Personal Data relates.

"**Data Protection Laws and Regulations**" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the processing of Personal Data under the Agreement.

"**GDPR**" means 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 or "GDPR") and for the purposes of this DPA includes the corresponding laws of the United Kingdom (including the UK GDPR and Data Protection Act 2018). GDPR is a Data Protection Law and Regulation.

"**Personal Data**" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

"**Security Incident**" means any unauthorized or unlawful breach of security that leads to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.

"**Services**" means any product or service provided by Feedly to Customer pursuant to the Agreement.

"**Standard Contractual Clauses**" means the agreement executed by and between Customer and Feedly at attached hereto as Schedule 1.

"**Sub-Processor**" means any Data Processor engaged by Feedly to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA.

"**Supervisory Authority**" means an independent public authority, which is established by a EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

2.1. Role of the Parties. Customer will act as the Data Controller and Feedly will act as the Data Processor under this Addendum.

2.2. Customer's Processing of Personal Data. Customer agrees that (i) it shall comply with its obligations as a Data Controller under Data Protection Laws and Regulations in respect of its Processing of Personal Data and any processing instructions it issues to Feedly; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws and Regulations for Feedly to Process Personal Data and provide the Services pursuant to the Agreement and this DPA. Customer will indemnify Feedly for any breach of the foregoing obligations.

2.3. Feedly's Processing of Personal Data. Feedly shall process this Personal Data only for the purposes described in this DPA and only in accordance with Customer's documented lawful instructions. The parties agrees that this DPA and the Agreement set out Customer's complete and final instructions to Feedly in relation to the Processing of Personal Data and Processing outside the scope of these instructions (if any) shall require prior written agreement of Customer and Feedly.

2.4. Details of the Processing. The subject matter of Processing Personal Data by Feedly is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 to this DPA.

2.5. Confidentiality of Personal Data. Feedly shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of Personal Data, have received appropriate training on their responsibilities, both duration and after their engagement with Feedly, and have executed written confidentiality agreements. In addition, Feedly shall take commercially reasonable steps to limit access to Personal Data to those personnel who require such access to perform the Agreement.

2.6. Retention Policy. Upon expiration or termination of the Agreement, Customer shall have thirty days (unless extension is agreed to in writing by Feedly) to delete all Personal Data in the Services. Feedly may delete all Personal Data (if any) sixty days following expiration or termination of the Customer Agreement.

3. SUB-PROCESSORS

3.1. Authorized Sub-Processors. Customer acknowledges and agrees that Feedly may engage the Authorized Sub-Processors listed on Exhibit A, Annex 3 (the "List") to access and Process Personal Data in connection with the Agreement. Feedly shall enter into a written agreement with each Authorized Sub-Processors containing data protection obligations no less protective than those in this Addendum (including confidentiality obligations) with respect to the protection of Personal Data.

3.2. Notification of new Sub-Processors. At least thirty (30) days before enabling any third party other than Authorized Sub-Processors to access or participate in the Processing of Personal Data, Feedly will add such third party to the List and notify Customer of that update via email. Customer may object to such engagement in writing within ten (10) days of receipt of the aforementioned notice by Feedly.

    3.2.1. Customer reasonably objects to an engagement in accordance with Section 3.2, Feedly shall provide Customer with a written description of commercially reasonable alternative(s), if any, to such engagement, including without limitation modification to the Services. If Feedly, in its sole discretion, cannot provide any such alternative(s), or if Customer does not agree to any such alternative(s) if provided, then Customer may terminate the applicable Order Form(s) with respect to those Services which cannot be provided by Feedly without use of the objected-to new Sub-Processors, by providing written notice to Feedly. Termination shall not relieve Customer of any fees owed to Feedly under the Agreement.

      3.2.2.   If Customer does not object to the engagement of a third party in accordance with Section 3.2 within ten (10) days of notice by Feedly, that third party will be deemed an Authorized Sub-Processors for the purposes of this Addendum.

  3.3. Liability for Authorized Sub-Processors. Feedly shall be liable to Customer for the acts and omissions of Authorized Sub-Processors to the same extent that Feedly itself be liable under this Addendum had it conducted such acts or omissions.

4. Section 4. RIGHTS OF DATA SUBJECTS

  4.1. Data Subject Request. Feedly shall, to the extent permitted by law, promptly notify Customer upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, erasure, data portability, restriction or cessation of Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision making (such requests individually and collectively "Data Subject Requests"). If Feedly receives a Data Subject Request in relation to Customer's Personal Data, Feedly shall advise the Data Subject to submit their request to the Customer, and Customer shall be responsible for responding to such request, including where necessary by using the functionality of the Services.

  4.2. Feedly assistance to Customer for Data Subject Request(s). Feedly shall, at the request of the Customer, and taking into account the nature of the Processing applicable to any Data Subject Request, apply technical and organizational measures to assist Customer in complying with the Customer's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, provided that (i) Customer is itself unable to respond without Feedly's assistance and (ii) Feedly is able to do so in accordance with all applicable laws, rules, and regulations. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Feedly.

5. SECURITY MEASURES. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Feedly shall maintain appropriate technical and organization measures to ensure a level of security appropriate to the risk of Processing Personal Data.

6. Section 6. SECURITY BREACH NOTIFICATIONS AND AUDITS

  6.1. Notification of a Security Incident. Upon becoming aware of a Security Incident, Feedly shall notify Customer without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer.

  6.2. Assistance with a DPIA. Feedly shall, taking into account the nature of the Processing and the information available to it, provide Customer with reasonable cooperation and assistance, where necessary for Customer to comply with its obligations under the GDPR, conduct a data protection impact assessment ("DPIA"), and/or to demonstrate such compliance, provided that Customer does not otherwise have access to the relevant information. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Feedly.

  6.3. Assistance in Cooperation with Supervisory Authorities. Feedly shall, taking into account the nature of the Processing and the information available to it, provide Customer with reasonable cooperation and assistance with respect to Customer's cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by the GDPR. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Feedly.

  6.4. Records. Feedly shall maintain records sufficient to demonstrate its compliance with its obligations under this Addendum, and retain such records for a period of three (3) years after the termination of the Agreement. Customer shall, with reasonable notice to Feedly, have the right to review, audit and copy such records at Feedly's offices during regular business hours.

    6.5.   **Audits.** Upon Customer's request, Feedly shall, no more than once per calendar year, allow Customer or its authorized representative, upon reasonable notice, subject to written confidentiality agreement(s), and at a mutually agreeable data and time, to conduct an audit or inspection of Feedly's data security infrastructure that is sufficient to demonstrate Feedly's compliance with its obligations under this Addendum, provided that Customer shall provide reasonable prior notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Feedly's business. Customer shall be responsible for the costs of any such audits or inspections.

7. TRANSFER MECHANISMS FOR DATA TRANSFERS

    7.1.   **EEA countries.** Any transfer of Personal Data made subject to this Addendum from member states of the European Union, Iceland, Liechtenstein, Norway, or Switzerland to any countries which do not ensure an adequate level of data protection within the meaning of laws and regulations of these countries shall, to the extent such transfer is subject to such laws and regulations, be undertaken by Feedly through the Standard Contractual Clauses in the form set out in Module Two to the Annex to European Commission Implementing Decision (EU) 2021/914, and the SCCs are deemed to be executed by the parties. A copy of the SCCs can be accessed here: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en. For the purpose of the SCCs: (i) Customer is the data exporter, Feedly is the data importer, and the contact details of each party are deemed to be included in Annex I.A; (ii) optional Clause 7 (Docking clause) is excluded; (iii) for Clause 9(a), Option 2 is selected and thirty (30) days' prior, written notice before a change of sub-processor is required; (iv) for Clause 11(a), the optional paragraph is deleted relating to an independent, dispute-resolution body; (v) for Clause 13(a), the first option is selected and the competent supervisory authority will be the Irish Data Protection Commission; (vi) for Clause 17, Option 1 is selected and the SCCs will be governed by the law of the country indicated in the governing law provision of the Agreement, unless such country is not an EU Member State, in which case the laws of Ireland; (vii) for Clause 18(b), the parties agree to the courts of the country indicated in the jurisdiction provision of the Agreement, unless such country is not an EU Member State, in which case the courts of Ireland will have jurisdiction for any disputes relating to the SCCs; (viii) the information set out in Exhibit A to this Addendum will be deemed populated into Annexes I, II, and III of the SCCs, again noting that, for Annex I.C, the competent supervisory authority is the Irish Data Protection Commission. With regard to Clause 14(a) of the SCCs, the parties acknowledge and agree that Feedly can meet its obligations under the SCCs considering the laws of the receiving country as well as the limited volume and categories of data, the non-sensitive nature of the data, and Feedly's history indicating (to Feedly's knowledge) that it and similar organizations are not a target for government information requests or surreptitious surveillance. On this basis, additional, supplemental measures are not required for the transfers envisaged under the SCCs other than the contractual safeguards contained therein and the security measures employed by Feedly reflected in Appendix 1 to this Addendum.

    7.2.   **United Kingdom:** For transfers of or remote access to Personal Data subject to the UK GDPR, the UK Addendum set forth in Exhibit B will apply and shall be deemed entered into and incorporated into this DPA by reference.

8.   **CCPA.** Feedly will not receive or disclose any Personal Data as consideration for any payments, services, or other items of value. Feedly will not sell or share any Personal Data, as the terms "sell" and "share" are defined in the California Consumer Privacy Act of 2018, as amended, including the California Privacy Rights Act ("**CCPA**"). Feedly will not retain, use, or disclose Personal Data (a) outside the direct business relationship with Customer or (b) for cross-context behavioral advertising, (c) except for the business purposes specified in the written contract with Customer. Feedly must not combine Personal Data with other data if and to the extent such combination would be inconsistent with limitations on service providers under the CCPA.

9.   **LIMITATION OF LIABILITY.** Each party's liability taken together and in the aggregate arising out of or related to this DPA whether in contract, tort, or under any theory of liability, is subject to the

"Limitation of Liability" clause of the Agreement, and any reference in such clause to the liability of a party means the aggregate liability of that party under the Agreement and the DPA together.

Exhibit A

Annexes I to III to the SCCs Module Two: Transfer controller to processor

Annex I: Details of the Processing of Personal Data

1. **Nature and Purpose of the Processing**

Feedly will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as instructed by Customer. The personal data transferred will be subject to the following basic processing activities:

- Storage and display

- Providing tracking and dashboard view functionality

- Providing customer and technical support

2. **Duration of the Processing**

Feedly will Process the Personal Data for the duration of the Agreement, and delete the Personal Data in accordance with its standard schedule and procedures.

3. **EU Customers:**

A. **Data exporter/Data Controller**

The data exporter and Data Controller is Customer and its Affiliates located within the European Economic Area.

B. **Data importer/Data Processor**

The data importer and Data Processor is Feedly, Inc. is a company specializing in a SaaS tool offering that enables users to collect, gather and curate public available content from many online sources.

C. **Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit personal data to the data importer through the Services, the extent of which is determined and controlled by the data exporter and which may include, but is not limited to, personal data relating to the following categories of data subject:

- authorized users/administrators; employees of the data exporter;

D. **Categories of Data Subjects**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include the following categories of data:
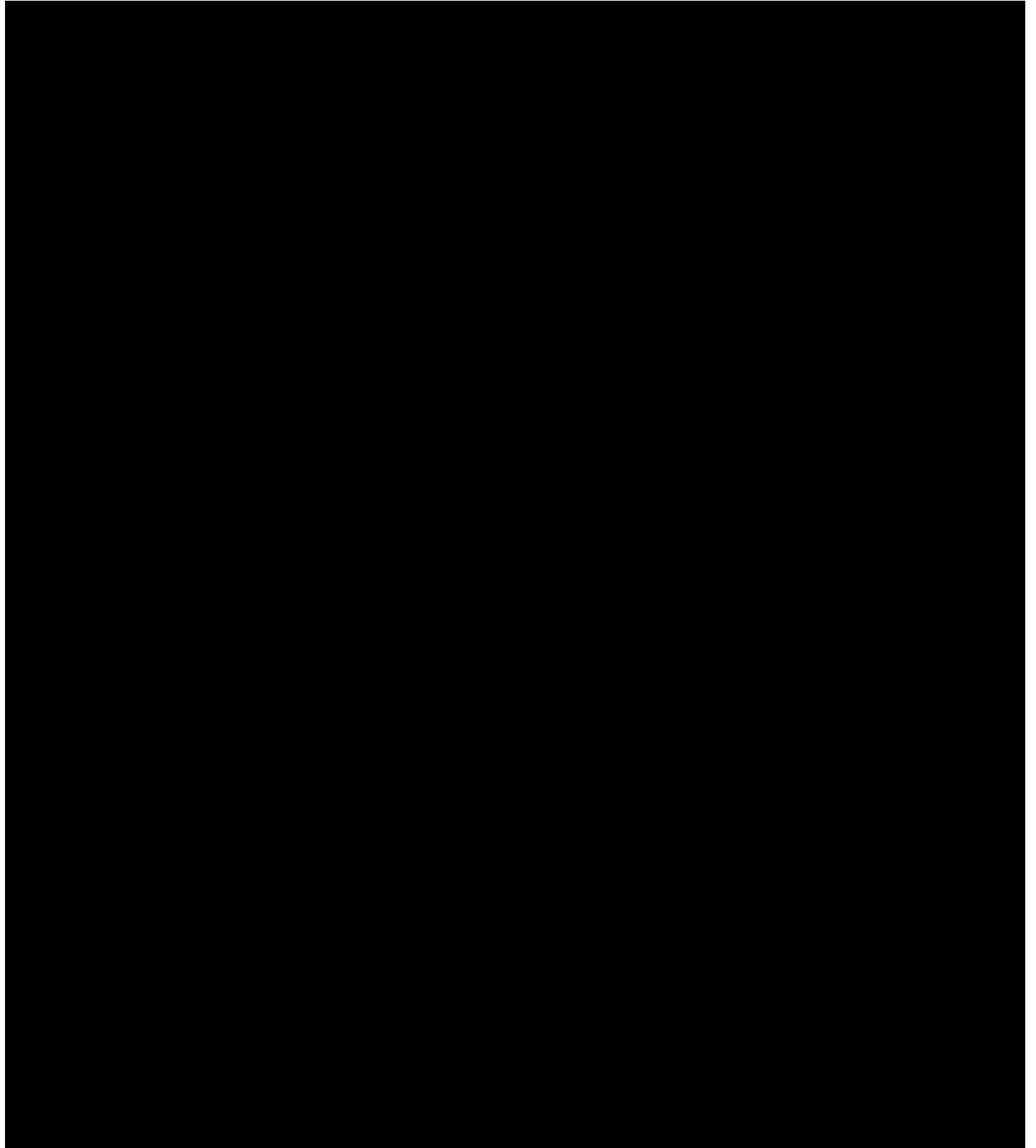
Employees employed by Customer

E. **Types of Personal Data**
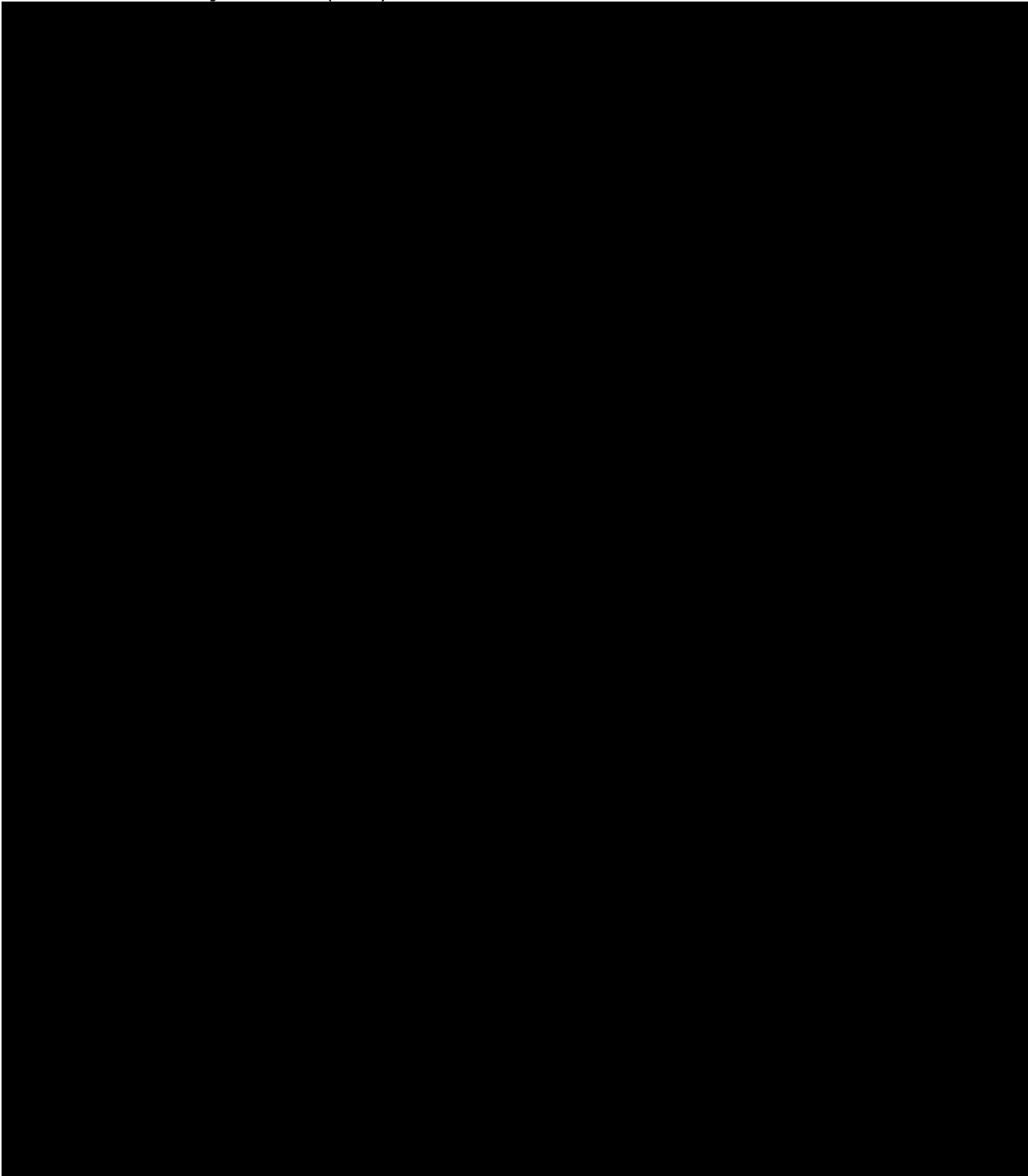
First Name and Last Name

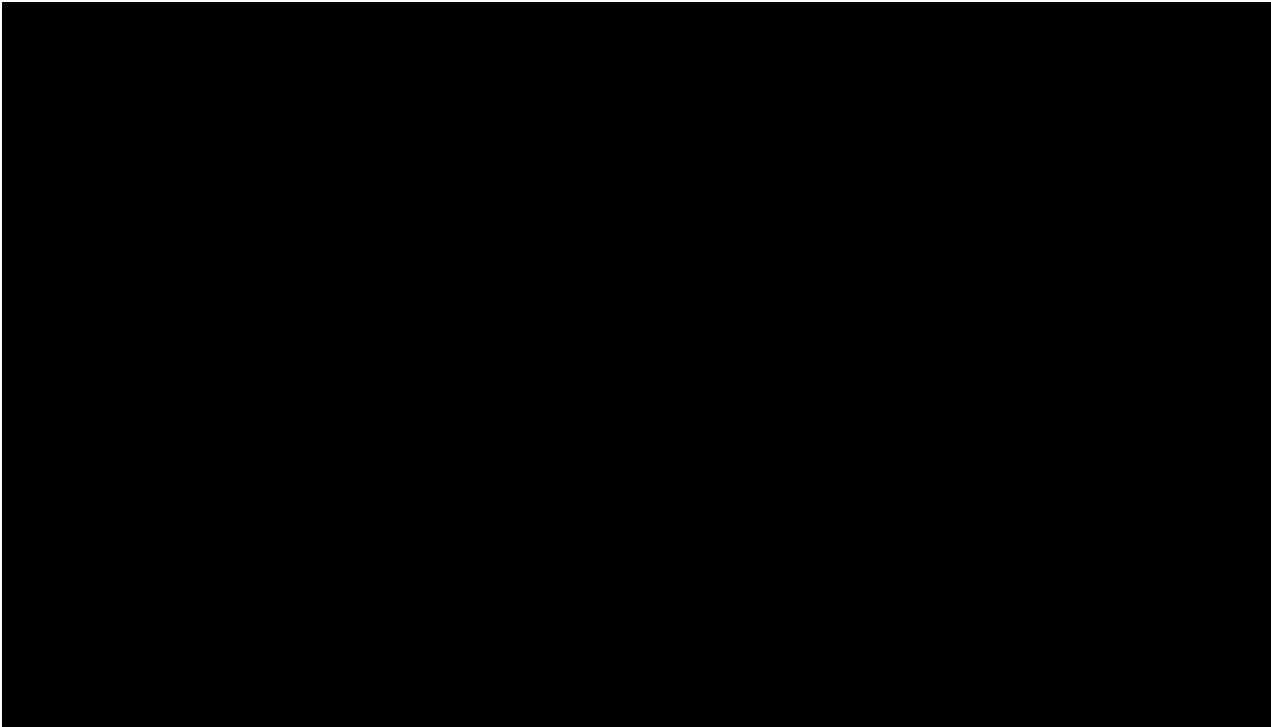Contact information (E-mail address, phone, physical business address)

IP address

F. **Special categories of data (if appropriate): NONE**
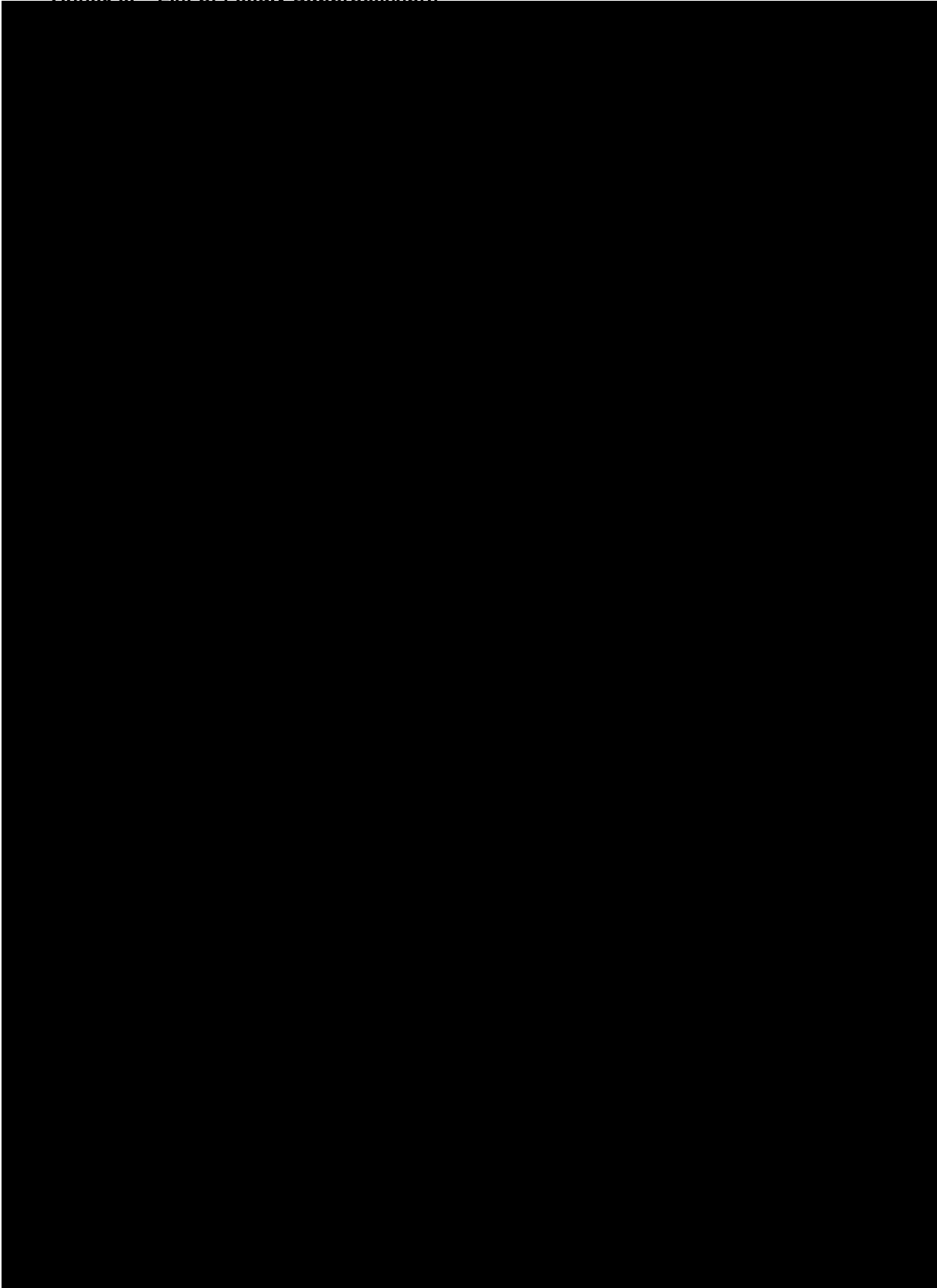
Annex II – Security Measures

OFFICIAL

Annex II – Security Measures (cont.)

OFFICIAL

OFFICIAL

Annex II – Security Measures (cont.)

OFFICIAL

Annex III – List of Feedly Subprocessors

Annex IV – Swiss Addendum

DATA TRANSFERS FROM SWITZERLAND

In case of any transfers of Personal Data from Switzerland subject exclusively to the Data Protection Laws and Regulations of Switzerland ("Swiss Data Protection Laws"), the following provisions apply:

o   General and specific references in the Standard Contractual Clauses to GDPR, or EU or Member State Law, shall have the same meaning as the equivalent reference in the Swiss Data Protection Laws, as applicable.

o   Where the data exporter is established in Switzerland or falls within the territorial scope of application of Swiss Data Protection Laws and Regulations, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations.

o   For Data Subjects habitually resident in Switzerland, the courts of Zurich, Switzerland are the exclusive place of jurisdiction in respect of disputes.

Exhibit B

UK Addendum

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

Part 1: Tables

Table 1: Parties

Start Date	This UK Addendum shall have the same effective date as the DPA
Parties, Details and Key Contact	*See* Annex I to Exhibit A of this DPA

Table 2: Selected SCCs, Modules and Selected Clauses

EU SCCs	The EU SCCs which this UK Addendum is appended to as defined in the DPA and completed pursuant to Exhibit A of this DPA.

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, and for which this UK Addendum is set out in:

Annex 1A: List of Parties	As per Table 1 above
Annex 1B: Description of Transfer	*See* Annex I to Exhibit A of this DPA
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	*See* Annex II to Exhibit A of this DPA
Annex III: List of Sub processors	*See* Section 5 of the DPA

Table 4: Ending this UK Addendum when the Approved UK Addendum Changes

Ending this UK Addendum when the Approved UK Addendum changes	☒ Importer ☒ Exporter ☐ Neither Party

Entering into this UK Addendum:

1. *Each party agrees to be bound by the terms and conditions set out in this UK Addendum, in exchange for the other party also agreeing to be bound by this UK Addendum.*

2. *Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making UK Transfers, the Parties may enter into this UK Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as*

set out in this UK Addendum. Entering into this UK Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this UK Addendum

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

UK Addendum	means this International Data Transfer Addendum incorporating the EU SCCs, attached to the DPA as Exhibit A.
EU SCCs	means the version(s) of the Approved EU SCCs which this UK Addendum is appended to, as set out in Table 2, including the Appendix Information
Appendix Information	shall be as set out in Table 3
Appropriate Safeguards	means the standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a UK transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved UK Addendum	means the template addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as may be revised under Section 18 of the UK Addendum.
Approved EU SCCs	means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data to countries not otherwise recognized as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time).
ICO	means the Information Commissioner of the United Kingdom.
UK Transfer	shall have the same definition as set forth in the DPA.
UK	means the United Kingdom of Great Britain and Northern Ireland
UK Data Protection Laws	means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	shall have the definition set forth in the DPA.

2.

1. *The UK Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.*

2. *If the provisions included in the UK Addendum amend the Approved EU SCCs in any way which is not permitted under the Approved EU SCCs or the Approved UK Addendum, such amendment(s) will not be incorporated in the UK Addendum and the equivalent provision of the Approved EU SCCs will take their place.*

3. *If there is any inconsistency or conflict between UK Data Protection Laws and the UK Addendum, UK Data Protection Laws applies.*

4. *If the meaning of the UK Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.*

5. *Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after the UK Addendum has been entered into.*

Hierarchy

1. *Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for UK Transfers, the hierarchy in Section 10 below will prevail.*

2. *Where there is any inconsistency or conflict between the Approved UK Addendum and the EU SCCs (as applicable), the Approved UK Addendum overrides the EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved UK Addendum.*

3. *Where this UK Addendum incorporates EU SCCs which have been entered into to protect ex-EU Transfers subject to the GDPR, then the parties acknowledge that nothing in the UK Addendum impacts those EU SCCs.*

Incorporation and Changes to the EU SCCs:

1. *This UK Addendum incorporates the EU SCCs which are amended to the extent necessary so that:*

2. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;

3. Sections 9 to 11 above override Clause 5 (Hierarchy) of the EU SCCs; and

4. the UK Addendum (including the EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales

5. *Unless the parties have agreed alternative amendments which meet the requirements of Section 12 of this UK Addendum, the provisions of Section 15 of this UK Addendum will apply.*

6. *No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 of this UK Addendum may be made.*

7. *The following amendments to the EU SCCs (for the purpose of Section 12 of this UK Addendum) are made:*

8. References to the "Clauses" means this UK Addendum, incorporating the EU SCCs;

9. In Clause 2, delete the words: "and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679",

10. Clause 6 (Description of the transfer(s)) is replaced with: "The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";

11. Clause 8.7(i) of Module 1 is replaced with: "it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";

12. Clause 8.8(i) of Modules 2 and 3 is replaced with: "the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"

13. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;

14. References to Regulation (EU) 2018/1725 are removed;

15. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";

16. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";

17. Clause 13(a) and Part C of Annex I are not used;

18. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";

19. In Clause 16(e), subsection (i) is replaced with: "the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;";

20. Clause 17 is replaced with: "These Clauses are governed by the laws of England and Wales.";

21. Clause 18 is replaced with: "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The parties agree to submit themselves to the jurisdiction of such courts."; and

22. The footnotes to the Approved EU SCCs do not form part of the UK Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to the UK Addendum

1. *The parties may agree to change Clauses 17 and/or 18 of the EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.*

2. *If the parties wish to change the format of the information included in Part 1: Tables of the Approved UK Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.*

3. *From time to time, the ICO may issue a revised Approved UK Addendum which:*

4. makes reasonable and proportionate changes to the Approved UK Addendum, including correcting errors in the Approved UK Addendum; and/or

5. reflects changes to UK Data Protection Laws;

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

1. *If the ICO issues a revised Approved UK Addendum under Section 18 of this UK Addendum, if a party will as a direct result of the changes in the Approved UK Addendum have a substantial, disproportionate and demonstrable increase in:*

2. its direct costs of performing its obligations under the UK Addendum; and/or

3. its risk under the UK Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that party may end this UK Addendum at the end of a reasonable notice period, by providing written notice for that period to the other party before the start date of the revised Approved UK Addendum.
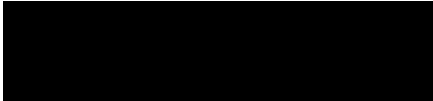
1. *The parties do not need the consent of any third party to make changes to this UK Addendum, but any changes must be made in accordance with its terms.*

APPENDIX 3
FEEDLY, INC.
SERVICE LEVELS AGREEMENT

feedly
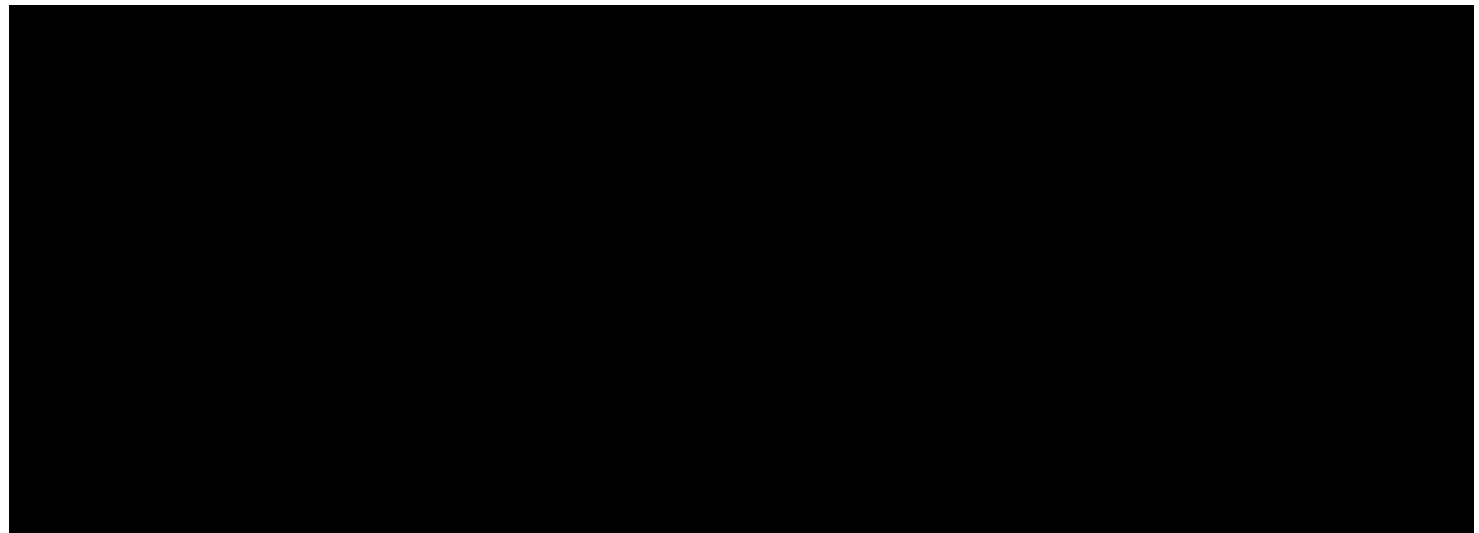
Proposal

ADDRESS **SHIP TO** **PROPOSAL #** 32021060572008
DATE 09/22/2025

DESCRIPTION	AMOUNT

The subscription & contract term will be from October 1st, 2025– October 1st, 2026.

Please be advised that the prices listed in this document do not include any applicable sales taxes, which may be added to your total purchase amount as required by law in your jurisdiction

SUBTOTAL	14,267.52
TAX (0%)	0.00
TOTAL	**GBP 14,267.52**

Accepted By

Accepted Date

1/10/2025