Amendment to
Unity Data Processing Addendum

This Amendment to Unity Data Processing Addendum ("**DPA Amendment**") applies to the data processing agreement between the entity identified as "**Customer**" below and Unity Technologies SF ("**Unity**") that governs the Customer's use of the Unity Services (the "**Agreement**"). Customer enters into this DPA Amendment on behalf of itself and, to the extent required under European Data Protection Laws, in the name and on behalf of its Authorized Affiliates. For the purposes of this DPA Amendment, the term "Customer" shall include Customer and its Authorized Affiliates, and shall have the same meaning as given to them under the previous DPA. All capitalized terms not defined in this DPA Amendment shall have the meaning set forth in the Agreement.

You shall be deemed to have accepted this Amendment upon acceptance of the update. This is a pre-signed copy of this document and accompanying SCCs which you may download, execute on your side, and return to DPA@unity3d.com. This Amendment will become effective as of the earlier of when You either accept or execute the Amendment, or December 27th, 2022.

Background

In 2021, the European Commission and the Swiss Federal Data Protection and Information Commission issued new Standard Contractual Clauses ("2021 SCCs"). Additionally, in 2022, the UK Parliament approved the UK International Data Transfer Addendum to the EU SCCs ("UK Addendum"). The 2021 SCCs and UK Addendum replace the Standard Contractual Clauses enacted in 2010 ("2010 SCCs"). Parties wish to amend the data processing agreement by incorporating this DPA Amendment (including the Standard Contractual Clauses) to update the transfer mechanism to the 2021 SCCs and UK Addendum which ensures that the transfer of Customer Personal Data by Customer to Unity complies with European, UK, and Swiss Data Protection Laws.

Agreed Terms

In consideration of the mutual promises set out in this DPA Amendment, the parties hereby agree as follows:
1. The following terms shall have the following meanings:
   a. **"European Data Protection Laws" "European Data Protection Laws"** means (a) Regulation 2016/679 (General Data Protection Regulation) ("EU GDPR"); (b) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"); and (c) the Swiss Federal Data Protection Act and its implementing regulations ("Swiss Data Protection Act"); in each case as may be amended, superseded or replaced from time to time.

   b. **"Customer Personal Data"** means the personal data made available by Customer for processing by, or use within, the Covered Unity Services.

c. **"Europe"** means the European Economic Area ("EEA"), the United Kingdom ("UK") and Switzerland.

d. **"Services"** means the Services directly provided by Unity to Customer that require the processing by Unity of Customer Personal Data.

e. **"Standard Contractual Clauses"** or **"SCCs"** means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021, as may be amended, superseded or replaced from time to time.

f. **"UK Addendum"** means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner's Office under S.119(a) of the UK Data Protection Act 2018, as updated or amended from time to time.

2. **Standard Contractual Clauses**. The parties agree that, to the extent the transfer of Customer Personal Data to Unity involves a transfer to a country outside Europe that does not provide an adequate level of protection for personal data (within the meaning of applicable European Data Protection Laws), the Standard Contractual Clauses shall be deemed incorporated by reference and form an integral part of the Agreement as set out herein.

   a. In relation to transfers of Customer Personal Data protected by the **GDPR**, the SCCs shall apply as follows:
      i. The Module One Terms apply where the Customer is the data controller and data exporter; and Unity is the data controller and data importer
      ii. The Module Two Terms apply where the Customer is the data controller and data exporter; and Unity is the data processor and data importer
      iii. Clause 7 Docking Clause: This optional clause allowing, with the agreement of the Parties, for an entity that is not a Party to these Clauses to accede to these Clauses at any time shall apply.
      iv. Clause 9 (a) Use of sub-processors:
         1. Module One: N/A
         2. Module Two: Option 2 allowing for General Written Authorization for the engagement of sub-processor(s) shall apply via the mechanism specified in the Agreement shall apply.
      v. Clause 11 (a) Redress: This optional clause allowing for the appointment of an independent dispute resolution body to receive complaints by the data subjects shall not apply.
      vi. Clause 13 (a) Supervision:
         ● Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall be Unity's Competent Supervisory Authority, the Danish Data Protection Agency
         ● Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU)

2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall be Unity's Competent Supervisory Authority, the Danish Data Protection Agency

- Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, shall be Unity's Competent Supervisory Authority, the Danish Data Protection Agency.

vii. Clause 17 Governing Law: Option One allowing for these Clauses to be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this DPA will be governed by the laws of the applicable jurisdiction. In all other cases, this DPA shall be governed by the laws of the jurisdiction set forth in the Terms of Service.

viii. Clause 18 (b) Choice of Forum and Jurisdictions: The Parties agree that any dispute arising from these Clauses shall be resolved by the courts provided for in No. 5 above.

b. In relation to transfers of Customer Personal Data protected by **UK Data Protection Laws**,the Information Commissioner's Office International Data Transfer Addendum To The EU Commission Standard Contractual Clauses shall be deemed incorporated by reference to this DPA Amendment.

i. The Parties and Selected SCCs, Modules and Selected Clauses have been identified in this Annex A below

ii. Either Importer or Exporter may end the Addendum as set out in Section 19 of the Addendum i.e.:

○ 19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

■ a its direct costs of performing its obligations under the Addendum; and/or
■ b its risk under the 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 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 Addendum

c. In relation to transfers of Customer Personal Data protected by the **Swiss Data Protection Act**, the SCCs will be deemed completed in accordance with this Annex A except that:
   i. Under Clause 13 of the EU SCCs, the competent supervisory authority is the Swiss Federal Data Protection and Information Commission to the extent that the transfer is governed by the Swiss Federal Act on Data Protection.
   ii. References to "Member State" in the 2021 Standard Contractual Clauses refer to Switzerland, and data subjects may exercise and enforce their rights under the 2021 Standard Contractual Clauses in Switzerland.
   iii. References to GDPR in the 2021 Standard Contractual Clauses refer to the Swiss Federal Act on Data Protection (as amended and replaced).

3. **Miscellaneous:** This DPA Amendment shall replace any equivalent provisions in the Agreement regarding the transfer of Customer Personal Data that is subject to European Data Protection Laws, including any prior or existing versions of the Standard Contractual Clauses. All terms of the Agreements not expressly modified by this Amendment shall continue to remain in effect. In the event of any conflict between this DPA Amendment and the Agreement, the parties agree that the following order of precedence will apply: (a) the SCCs, (b) this DPA, and (c) the Terms of Service.

By signing below, each party acknowledges that it has read and understood the terms of this DPA Amendment and agrees to be bound by them.

Unity Technologies SF	Customer:
Signature: *Jamie Crabtree* (DocuSigned by: 5D82CA382BAD4B9...)	Signature:
Printed Name: Jamie Crabtree	Printed Name:
Title: DPO	Title:
Date: December 16, 2022	Date:
DPO: Jamie Crabtree	DPO/Representative
DPO Email: dpo@unity3d.com	DPO/Rep Email:
DPO Address: 30 3rd Street, San Francisco, 94103	DPO/Rep Address:

ANNEX A

ANNEX 1(A): LIST OF PARTIES	
Data exporter:	**Name of data exporter**: The entity identified as "Customer" in the Agreement and this DPA Amendment **Contact person's name, position and contact details**: The contact details associated with Customer's Unity account or as otherwise specified in this DPA Amendment or the Agreement. **Activities relevant to the data transferred:** As indicated in **Previous EU SCCs and Agreement** **Signature and date:** See front end of the DPA Amendment **Role (Controller/Processor):** Controller (for Module One) or Controller (for Module Two)
Data importer:	**Name of data exporter**: Unity Technologies SF (except for SpeedTree Service, the Unity Party shall be Interactive Data Visualization, Inc.) **Contact person's name, position and contact details**:Jamie Crabtree; DPO; dpo@unity3d.com **Activities relevant to the data transferred:** As indicated in **Previous EU SCCs and Agreement** **Signature and date:** See front end of the DPA Amendment **Role (Controller/Processor):** Controller (for Module One) or Processor (for Module Two)
ANNEX 1(B): DESCRIPTION OF THE TRANSFER	
Categories of data subjects whose personal data is transferred:	As defined in **Previous EU SCCs and Agreement**
Categories of personal data transferred:	As defined in **Previous EU SCCs and Agreement**
Sensitive data transferred (if applicable) and applied restrictions or safeguards:	As defined in **Previous EU SCCs and Agreement**
Frequency of the transfer:	As defined in **Previous EU SCCs and Agreement**
Nature of the processing:	As defined in **Previous EU SCCs and Agreement**

Purpose(s) of the data transfer and further processing:	As defined in **Previous EU SCCs and Agreement**
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	As defined in **Previous EU SCCs and Agreement**
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	As defined in **Previous EU SCCs and Agreement**
ANNEX 1(C): COMPETENT SUPERVISORY AUTHORITY	
Competent Supervisory Authority	Unity's Competent Supervisory Authority is the Danish Data Protection Agency, Carl Jacobsens Vej 35, DK-2500 Valby; dt@datatilsynet.dk; +45 33 19 32 00
ANNEX 1(D): TECHNICAL AND ORGANISATIONAL MEASURES	
Technical and Supervisory Authority	Available upon request to DPA@unity3d.com