



U.S. DATA PROCESSING ADDENDUM

This U.S. Data Processing Addendum (this “**U.S. Addendum**”) forms a part of the Customer Terms of Service found at <https://slack.com/terms-of-service>, unless Customer has entered into a superseding written master subscription agreement with Slack, in which case, it forms a part of such written agreement (in either case, the “**Agreement**”). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

HOW TO EXECUTE THIS U.S. ADDENDUM

1. This U.S. Addendum has been pre-signed on behalf of Slack (as defined below).
2. To complete this U.S. Addendum, sign where indicated at the end of this document.
3. Upon receipt of the validly completed U.S. Addendum by Slack and in accordance with the instructions provided below in the Section entitled “How this U.S. Addendum Applies to Customer and its Affiliates”, this U.S. Addendum will become legally binding.

HOW THIS U.S. ADDENDUM APPLIES TO CUSTOMER AND ITS AFFILIATES

If the Customer entity signing this U.S. Addendum is a party to the Agreement, this U.S. Addendum is an addendum to and forms part of the Agreement. In such case, the Slack entity that is party to the Agreement is party to this U.S. Addendum.

If the Customer entity signing this U.S. Addendum has executed an Order Form with Slack or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this U.S. Addendum is an addendum to that Order Form and applicable renewal Order Forms, and the Slack entity that is party to such Order Form is party to this U.S. Addendum.

If the Customer entity signing this U.S. Addendum is neither a party to an Order Form nor the Agreement, this U.S. Addendum is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this U.S. Addendum.



1. APPLICABILITY

This U.S. Addendum applies to the extent that Slack processes Personal Information (as defined below) as agreed upon by the parties in the Agreement (the “**Functions**”).

2. DEFINITIONS

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et seq., and its implementing regulations.

“**U.S. Data Protection Laws**” means all laws and regulations of the United States of America, including the CCPA, applicable to the processing of Personal Information under the Agreement.

“**Personal Information**” means any Customer Data that relates to an identified or identifiable natural person, to the extent that such information is protected as “personal data” or “personal information” (or an analogous variation of such terms) under applicable U.S. Data Protection Laws.

“**Service Provider**” has the meaning set forth in Section 1798.140(v) of the CCPA.

“**Slack**” means the Slack entity which is a party to this U.S. Addendum, as specified in the section “How this U.S. Addendum Applies to Customer and its Affiliates” above, being Slack Technologies, LLC, a company incorporated in Delaware and/or Slack Technologies Limited, a company constituted under the laws of Ireland, as applicable.

3. DISCLOSURE

The parties acknowledge and agree that Slack is a Service Provider and receives Personal Information pursuant to the business purpose of providing the Functions to Customer in accordance with the Agreement. For the avoidance of doubt, Slack shall not: (i) sell Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Functions, including retaining, using or disclosing Personal Information for a commercial purpose other than providing the Functions; and (iii) retain, use, or disclose Personal Information outside of the direct business relationship between Customer and Slack. Slack certifies that Slack understands the restrictions in this Section 3 and will comply with them in accordance with the requirements of applicable U.S. Data Protection Laws.

4. MISCELLANEOUS

This U.S. Addendum may be executed and delivered by PDF counterparts or electronic signatures and such execution and delivery will have the same force and effect of an original document with original signatures.

[Signature Page Follows]



The parties' authorized signatories have duly executed this U.S. Addendum:

On behalf of Customer:

Customer Full Legal Name: Orchard Park Central Schools

Signatory Name: Sarah Hornung

Position: Data Privacy Officer

Address: 2240 Southwestern Blvd west Seneca, NY 14224

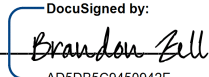
Signature: 

On behalf of Slack Technologies, LLC:

Name: Brandon Zell

Position: Chief Accounting Officer

Address: 500 Howard Street, San Francisco, CA 94105, United States of America

Signature: 

On behalf of Slack Technologies Limited:

Name: Elaine Nerney

Position: Director

Address: One Park Place, Hatch Street, Dublin 2, Ireland

Signature: 