Data Processing Addendum

This **Data Processing Addendum** (this "**DPA**") is entered into effective as of the date signed by Sugar (the **"Effective Date"**), by and between **SugarCRM Inc. ("Sugar")**, and the counterparty identified in the signature block below ("**Customer**"). This DPA details the parties' obligations with respect to the Processing of Personal Data on behalf of Customer or an Authorized Affiliate pursuant to the Master Subscription Agreement or similar agreement (including any Orders, annexes, addendum or schedules attached thereto or URLs referenced therein) entered into between the parties (as applicable, the **"Principal Agreement"**). All capitalized terms not otherwise defined herein have the meanings given to such terms in the Principal Agreement.

1. Definitions

1.1. "**Affiliate**" means affiliates, subsidiaries, sister companies or entities, related entities, parent entities or a party.

1.2. "**Authorized Affiliate**" means any Affiliate of Customer who (i) is authorized by Customer to use the Services supplied by Sugar in accordance with the Principal Agreement between Customer and Sugar, and (ii) has not signed its own Order, Statement of Work or other written agreement with Sugar.

1.3. "**Controller**" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

1.4. "**Customer Data**" has the meaning set forth in the Principal Agreement.

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

1.6. "**Order**" or "**Order Form**" means Sugar's standard order documentation used to purchase Services, including via Sugar's e-store website (*i.e.*, order confirmation sent by Sugar). An Order also includes a SOW.

1.7. "**Personal Data Breach**" means, an actual breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by Sugar and/or its Sub-processors in connection with the provision of Services under the Principal Agreement.

1.8. "**Process**", **Processed**" 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, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.9. "**Processor**" means a natural or legal person, public authority, agency or other body that Processes Personal Data on behalf of the Controller.

1.10. "**Statement of Work**" or "**SOW**" means a statement of work or other ordering document between Sugar and Customer that describes certain type of Services to be furnished by Sugar.

1.11. "**Sub-processor**" means a natural or legal person, public authority, agency or other body that Processes Personal Data on behalf of the Processor.

1.12. "**Sugar Affiliate**" means any subsidiary or other Affiliate of Sugar.

2. Details Processing of Personal Data. The details for Processing of Personal Data are as specified in Annex I hereto**. Additional region-specific terms applicable to Processing of Personal Data are set forth in the Appendices hereto.

3. Relationship of the Parties

3.1. *Controller*. Customer is the sole Controller of Personal Data, or has been instructed by and obtained the authorization of the relevant Authorized Affiliate(s) to agree to Processing of Personal Data by Sugar as set out in this DPA.

3.2. *Processor*. Customer appoints Sugar as a Processor and agrees to Sugar Processing Personal Data on behalf of Customer and Authorized Affiliates. Customer grants Sugar the non-exclusive right to use, access and Process Personal Data for the sole purpose for Sugar to provide Services to Customer and Authorized Affiliates and to otherwise perform its obligations under the Principal Agreement.

3.3. *Instructions.* Customer´s instructions on Processing Personal Data are as documented in the Principal Agreement ("**Documented Instructions**"). The Parties agree Customer may subsequently ask to amend, change or replace the Documented Instructions in writing. Those instructions must not change the material scope of Services provided under the Principal Agreement and will only become binding upon execution of a written amendment to the Principal Agreement (hereinafter, "**New Processing Instructions**"). The Parties agree that any costs of New Processing Instructions, to the extent they exceed the scope of the Documented Instructions, or require additional effort or costs, will be paid by Customer to Sugar.

3.4. *Personal Data Transfers*. Customer acknowledges and agrees Sugar may access and Process Personal Data on a global basis as necessary to provide Services in accordance with the Principal Agreement, and in particular that Personal Data may be transferred to and Processed by Sugar in the United States and to other jurisdictions where Sugar, Sugar Affiliates, and Sub-processors have operations, except as otherwise set forth in an Appendix hereto.

4. Obligations of Sugar

4.1. _Purpose Limitation_. Sugar will only Process Personal Data as necessary to perform its obligations under this DPA and in accordance with the Principal Agreement, including the Documented Instructions and any binding New Processing Instructions, except where otherwise required or authorized by Data Protection Laws.

4.2. _Confidentiality of Processing_. Sugar will ensure that any person it authorises to Process the Personal Data (including Sugar´s staff, agents, Sugar Affiliates, and Sub-processors) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.3. _Security_. Sugar will implement appropriate technical and organisational measures to protect (within Sugar's scope of responsibility) Personal Data from accidental or unlawful destruction, loss, alteration, and unauthorised disclosure of, or access to Personal Data. At a minimum, such measures will include the measures identified in Annex II (the **"Security Measures"**). Sugar is entitled to modify the Security Measures at any time in its sole discretion; provided, however, no modification will be permissible if it materially derogates from the level of protection contractually agreed upon.

4.4. _Cooperation and Data Subject Rights_. Sugar will provide reasonable assistance to Customer to the extent it is agreed upon by the parties, at Customer´s expense, to enable Customer to respond to: (i) any request from a Data Subject to exercise any of its rights under Data Protection Laws (including its rights of access, rectification, erasure, restriction, data portability and objection, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the Processing of Personal Data. This will only apply if (x) Customer does not have the technical ability to address such a request itself or migrate Personal Data to another system or service provider; and (y) Sugar is legally permitted to do so and has reasonable access to the relevant Personal Data. If any such request, correspondence, enquiry or complaint is made directly to Sugar and where Sugar is able to correlate the Data Subject to Customer, based on the information provided by the Data Subject, Sugar will refer such Data Subject to Customer. Sugar will not be liable if Customer fails to timely and/or properly respond to the Data Subject's request.

4.5. _Personal Data Breach_. Upon becoming aware of a Personal Data Breach within Sugar`s scope of responsibility, Sugar will inform Customer without undue delay. Sugar will implement reasonable measures necessary for securing Personal Data and for mitigating potential negative consequences for the Data Subject and will keep Customer informed about all material developments in connection with the Personal Data Breach. Sugar will not access the contents of Personal Data in order to identify information, subject to any specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third party notification duties. Sugar's notification of or response to a Personal Data Breach will not be construed as an acknowledgement by Sugar of any fault or liability with respect to the Personal Data Breach.

4.6. _Deletion or Return of Personal Data_. Upon termination or expiry of the Principal Agreement and unless agreed otherwise in the Principal Agreement, Sugar will at the request of Customer destroy or return to Customer all Personal Data (including all copies of Personal Data) in its possession or control. This requirement will not apply to the extent that Documented Instructions or New Processing Instructions require Sugar to keep Personal Data for a longer period or Sugar is required by any law to retain some or all of the Personal Data, in which event Sugar will isolate and protect Personal Data from any further Processing except to the extent required by such law.

5. Obligations of Customer

5.1. _Responsibility of Personal Data_. Customer is solely responsible for entering Personal Data into the applicable Services furnished by Sugar and any combination or interoperation with third party software, services or products. Customer retains all ownership in Personal Data and will have sole responsibility for the accuracy, quality, and legality of Personal Data, the means by which Customer acquired Personal Data, and compliance with Data Protection Laws, including, but not limited to, the lawfulness of disclosing Personal Data to Sugar, the lawfulness of having Personal Data Processed on behalf of Customer as well as the lawfulness of any instructions it provides to Sugar. Sugar is not responsible for determining the requirements of Data Protection Laws or any other laws applicable to Customer´s business or that Sugar´s provision of the Services meet the requirements of such laws. Customer will not use Services in conjunction with Personal Data to the extent that doing so would violate Data Protection Laws. Customer will notify Sugar, without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Customer in the results of Services or Sugar's work and any issues related to data protection arising out of or in connection with the Principal Agreement. Customer is responsible for ensuring that the Security Measures provide a level of security appropriate to the risk.

5.2. _Prohibited Data_. Customer will not disclose (and will not permit any Data Subject to disclose) to Sugar, or any Sugar Affiliate, any special and/or prohibited categories of Personal Data for Processing that are not expressly described in Annex I.

6. Audits, Certifications

6.1. _Audit_. Subject to Section 6.2, where, in individual cases, onsite audits and inspections by Customer are required by Data Protection Laws, such onsite audits and inspections will be conducted during regular business hours, and without interfering with Sugar's operations, upon prior written notice of not less than 30 days. Sugar may also determine such audits and inspections are subject to a longer prior notice, and the execution of a confidentiality and non-disclosure agreement protecting the data of other Sugar customers and the confidentiality of the technical and organizational measures and safeguards implemented may be required. Sugar will be entitled to reject auditors that are competitors of Sugar. Customer will, when carrying out an on-site audit, take all reasonable measures to limit any impact on Sugar and its Sub-processors by combining any audit requests Authorized Affiliates may have into one single audit. Sugar's time and effort for such inspections will be limited to one day per calendar year in total for all audits requested by Customer and any Authorized Affiliate. Sugar will be entitled to remuneration for Sugar's assistance in conducting inspections and Customer will reimburse for any costs (including internal efforts) and expenses associated with any audit.

6.2. _Hosting Facilities_. If Sugar uses a data center or other hosting facility provider ("**Hosting Facility**") to Process Customer Data, including by delivery of cloud or SaaS-based Services to Customer, Sugar may fulfil any audit requirement applicable thereto by making available for review the then-current SSAE 16 SOC Type II audit report (or comparable industry-standard successor report)

for the relevant Hosting Facility. Customer acknowledges it may need to execute a confidentiality and non-disclosure agreement with the Hosting Facility provider to obtain such report.

6.3. _Regulatory Audit_. Where a data protection regulatory authority conducts an inspection, Section 6.1 above will apply mutatis mutandis. The execution of a confidentiality and non-disclosure agreement will not be required if such data protection regulatory authority is subject to professional or statutory confidentiality obligations the breach of which is sanctionable under the applicable criminal code.

7. **Sub-processors**. Customer consents to Sugar Affiliates being retained as Sub-processors in connection with the provision of Services under the Principal Agreement, and to Sugar's use of Sub-processors. A list of Sugar's Sub-processors then in effect is available on https://www.sugarcrm.com/legal/agreements/customers/ or such other URL as is designated by Sugar from time to time. Furthermore, Customer consents to Sugar engaging additional Sub-processors provided that Sugar imposes data protection terms on any Sub-processor to the materially equivalent standards provided for by this DPA, and Sugar remains fully liable for any breach of this DPA that is caused by its Sub-processor.

8. **Assistance, Amendments**

8.1. _Written Request_. Customer will make a written request for any assistance referred to in this DPA. Sugar will charge Customer no more than a reasonable charge to perform such assistance or New Processing Instructions, such charges to be set forth in a quote and agreed in writing by the parties, or as set forth in an applicable change control provision of the Principal Agreement.

8.2. _Waiver_. No waiver, amendment or modification of this DPA and/or any of its Schedules or Appendixes will be valid and binding unless made in a signed writing.

8.3. _Conflict of Terms_. In case of any conflict between the terms of this DPA and the Principal Agreement with respect to the Processing of Personal Data, the terms of this DPA will take precedence over the terms of the Principal Agreement. Where individual terms of this DPA are invalid or unenforceable, the validity and enforceability of the other terms of this DPA will not be affected.

9. **Authorized Affiliates**

9.1. _Contractual Relationship_. Customer's execution of this DPA is on behalf of itself and each Authorized Affiliate, such that a separate DPA is deemed to be entered into between Sugar and the Authorized Affiliate. Customer agrees on behalf of each Authorized Affiliate that the Authorized Affiliate is bound by the obligations under this DPA. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Principal Agreement and is only a party to the DPA. Customer procures that all access to and use of Services made available by Sugar under the Principal Agreement by Authorized Affiliates must comply with the terms and conditions of the Principal Agreement and any act or omission under the terms and conditions of the Principal Agreement by an Authorized Affiliate will be deemed an act or omission by Customer.

9.2. _Communication_. Customer will remain responsible for coordinating all communication with Sugar under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates. Sugar will be discharged of its obligations to inform or notify the Authorized Affiliates when Sugar has provided such information or notice to Customer. Customer is responsible for ensuring that all Instructions and decisions (_e.g._, regarding Sub-processors) are identical for the Customer and each Authorized Affiliate and undertakes to notify all Authorized Affiliates without any undue delay of any communication received by Customer.

9.3. _Rights of Authorized Affiliates_. An Authorized Affiliate (as Controller) may have certain direct rights against Sugar. Except where applicable Data Protection Laws require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Sugar directly, the parties agree that Customer undertakes to exercise all such rights or seek any such remedy on their behalf and to obtain all necessary permissions from the Authorized Affiliate. Customer further undertakes to reimburse Sugar on behalf of the Authorized Affiliate for any additional costs and expenses. In addition, Customer will be required to ensure that any and all rights and remedies sought by Customer and one or more Authorized Affiliates are collective and consistent with each other.

9.4. _Termination Right_. Sugar may terminate an Authorized Affiliate´s participation in this DPA by providing written notice to Customer if (i) the Principal Agreement does not expressly allow the use of Services by the Authorized Affiliate, (ii) the Authorized Affiliate is in breach of this DPA, or (iii) Customer is in default of payment of the additional costs, expenses or extra efforts caused by that Authorized Affiliate.

9.5. _Customer's Notification Obligation of Authorized Affiliates_. Customer will notify Sugar in writing of all Authorized Affiliates, including each Authorized Affiliate's name and address. Notwithstanding anything to the contrary, only Authorized Affiliates included in such notification(s) will be Authorized Affiliates for purposes this DPA and the Principal Agreement.

10. **Principal Agreement; Official Language**. Unless otherwise set forth herein, all terms and conditions of the Principal Agreement remain in full force and effect, including without limitation, indemnification, confidentiality and limitation of liability. For the avoidance of doubt, Sugar´s total liability for all claims from Customer and all Authorized Affiliates arising out of or related to the Principal Agreement and this DPA and/or any other data processing related agreement will apply in the aggregate for all claims thereunder, including by Customer and all Authorized Affiliates, and, in particular, will not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to this DPA and/or any other data processing related agreement. Also for the avoidance of doubt, each reference to the DPA herein means this DPA including its Schedules and Appendices. Except as prohibited by law, the only binding version of this Agreement is the English version. Any translations of this Agreement contained herein or otherwise provided by Sugar are for Customer's convenience only.

<Signature Page Follows>

IN WITNESS WHEREOF the parties have entered into this DPA as of the Effective Date.

SugarCRM Inc.   **CUSTOMER:** _____

Address: 548 Market Street, PMB 59423, San Francisco,   Address: _____
CA 94104-5401   _____

By: _____   By: _____

Print Name:_____   Print Name:_____

Title: _____   Title: _____

Date: _____   Date: _____

<u>**Appendix 1**</u>

Additional Terms applicable to the European Economic Area, Switzerland and United Kingdom

These Additional Terms only apply to Customers located in the EEA and/or Personal Data of Data Subjects located in the EEA. As used in this Appendix, all capitalized terms not otherwise defined herein will have the meanings given to such terms in the Principal Agreement.

1. **Definitions**

1.1. **"Data Privacy Framework"** means the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded or replaced.

1.2. **"EEA"** means the European Economic Area and their member states, Switzerland, and the United Kingdom.

1.3. **"Restricted Transfer"** means: (i) where GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

1.4. **"Standard Contractual Clauses"** means: (i) where EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**") as may be amended, superseded or replaced; and (ii) where UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("**UK SCCs**") as may be amended, superseded or replaced.

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

1.6. **"UK GDPR"** means the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.

2. **Security of Processing**. At Customer's expense and written request, Sugar will (taking into account the nature of the Processing and the information available to Sugar) provide commercially reasonable assistance to Customer to fulfill its obligations enumerated in Articles 32 to 36 GDPR if Customer does not otherwise have access to the relevant information, and where possible for Sugar.

3. **International Data Transfer**. Sugar may transfer Personal Data outside of the EEA (i) to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data, (ii) to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, including the Data Privacy Framework (iii) to a recipient that has achieved binding corporate rules authorisation in accordance with Data Protection Law, (iv) under any other transfer mechanism provided by Data Protection Laws, or (v) in accordance with Restricted Transfer terms set forth herein.

4. **Data Privacy Framework**. Customer acknowledges that in connection with the performance of Services, Sugar is a recipient of Personal Data in the United States. Sugar has certified to the Data Privacy Framework. Customer authorizes Sugar to perform transfers of Personal Data out of the European Economic Area, Switzerland, or the United Kingdom to the U.S. based on Sugar's certification. The parties agree that the Data Privacy Framework is the primary mechanism for data transfers to the U.S. If Sugar withdraws from the Data Privacy Framework, the Data Privacy Framework is invalidated, or otherwise Personal Data cannot be lawfully received based on the Data Privacy Framework, the International Data Transfer terms or Restricted Transfer terms herein will automatically apply, as applicable.

5. **Right to Compensation and Liability**. Where a Data Subject asserts any claims against Sugar in accordance with Article 82 of GDPR, Customer will immediately notify Sugar in writing and will support Sugar in defending against such claims.

6. **Sub-processors**. Customer may object in writing to the appointment of a Sub-processor with legitimate reasons relating to the protection of Personal Data under GDPR within 10 days after the notice was posted by Sugar in writing. If no such written refusal has been made, consent will be deemed granted. If Customer objects the appointment of a Sub-processor as set forth herein, Customer and Sugar will work together in good faith to achieve a mutually agreeable solution. In addition, Sugar will have the right in its sole discretion to stop using that Sub-processor for its engagement with Customer, and appoint a new Sub-processor, or suspend or terminate the affected Service. Authorizations under Section 7 of the DPA will also constitute Customer´s prior written consent to Sugar's use of Sub-processors if such consent is required under Standard Contractual Clauses.

7. **Records of Processing Activities**. Sugar will maintain records of its processing activities as required by Article 30.2 of GDPR and make such records available to the applicable Supervisory Authority upon request.

8. **Deletion of Personal Data Under Standard Contractual Clauses**. Parties agree that the certification of deletion of Personal data that is described in Clause 8.5 of the Standard Contractual Clauses will be provided by Sugar to Customer upon Customer´s request.

9. **Audit**. In the event of an audit, if the Standard Contractual Clauses apply, then section 6 of this DPA is in addition to Clause 8.9 of the Standard Contractual Clauses. Nothing in section 8.1 of this DPA varies or modifies the Standard Contractual Clauses or affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses. Sugar is an intended third-party beneficiary of this section.

10. **Restricted Transfers.** The parties agree that when the transfer of Personal Data from Customer to Sugar is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses as follows:

10.1. In relation to Personal Data that is protected by EU GDPR, EU SCCs will apply completed as follows:

10.1.1. Module Two will apply;

10.1.2. in Clause 7, the optional docking clause will apply;

10.1.3. in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes shall be 30 days;

10.1.4. in Clause 11, the optional language will not apply;

10.1.5. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Luxembourg law;

10.1.6. in Clause 18(b), disputes shall be resolved before the courts of Luxembourg;

10.1.7. Annex I of the EU SCCs shall be deemed completed with the information set out in Annex 1 to this DPA;

10.1.8. Annex II of the EU SCCs shall be deemed completed with the information set out in Annex 2 to this DPA; and

10.1.9. Annex III of the EU SCCs shall be deemed completed with the information available at https://www.sugarcrm.com/legal/agreements/customers/ or such other URL as is designated by Sugar from time to time.

10.2. In relation to Personal Data that is protected by UK GDPR, UK SCCs will apply completed as follows:

10.2.1. For so long as it is lawfully permitted to rely on standard contractual clauses for the transfer of personal data to processors set out in the European Commission's Decision 2010/87/EU of 5 February 2010 ("**Prior C2P SCCs**") for transfers of personal data from the United Kingdom, the Prior C2P SCCs shall apply between the Customer and Sugar on the following basis:

10.2.1.1. Appendix 1 shall be completed with the relevant information set out in Annex 1 to this DPA;

10.2.1.2. Appendix 2 shall be completed with the relevant information set out in Annex 2 to this DPA; and

10.2.1.3. the optional illustrative indemnification Clause will not apply.

10.2.2. Where sub-section 10.2.1 above does not apply, but the Customer and Sugar are lawfully permitted to rely on EU SCCs for transfers of personal data from the United Kingdom subject to completion of a "UK Addendum to the EU Standard Contractual Clauses" ("**UK Addendum**") issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018, then:

10.2.2.1. EU SCCs, completed as set out above in this DPA shall also apply to transfers of such Personal Data, subject to sub-section 10.2.2.2 below; and

10.2.2.2. The UK Addendum shall be deemed executed between Customer and Sugar, and EU SCCs will be deemed amended as specified by the UK Addendum in respect of the transfer of such Personal Data.

10.2.3. If neither sub-section 10.2.1 or sub-section 10.2.2 applies, then Customer and Sugar shall cooperate in good faith to implement appropriate safeguards for transfers of such Personal Data as required or permitted by UK GDPR without undue delay.

10.3. In the event that any provision of this DPA contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

Appendix 2

Additional Terms Applicable to the United States

A. **California**. The following terms only apply to Personal Data that is Personal Information for purposes of the CCPA.

1. **Definitions. "Business"**, **"Personal Information"**, **"Sell"**, and **"Service Provider"** all have the meanings as defined in CCPA.

2. **Restrictions on Use and Disclosure**

2.1.   For purposes of the CCPA, Customer is a Business and Sugar is a Service Provider.

2.2.   Sugar will not retain, use, or disclose Personal Information for any purpose other than as required for the purpose of performing the Services, and as otherwise permitted under CCPA.

2.3.   Sugar will not Sell Personal Information to any third party.

Appendix 3

Additional Terms Applicable to Australia

The following terms only apply to Personal Data of Data Subjects located in Australia.

1.   Certain Definitions. For purposes of this Appendix, the following definitions apply:

1.1.   "**Eligible Data Breach**" has the meaning given by the Privacy Act.

1.2.   "**Potential Data Breach**" means an event or series of events which a party considers is or could reasonably become an Eligible Data Breach.

1.3.   "**Privacy Act**" means the Privacy Act 1998 (Cth), as amended or replaced from time to time.

2.   Notifiable Data Breach Scheme. If and to the extent the Privacy Act applies to the Principal Agreement, to the extent that Sugar considers a Potential Data Breach exists in respect of the Principal Agreement, Sugar agrees it will consult with Customer as to the proper management of that Potential Data Breach. In particular, Sugar must: (i) promptly notify Customer of the Potential Data Breach; (ii) provide reasonable assistance, at its cost, as reasonably requested by Customer (including its advisers and consultants) for the purposes of assessing the Potential Data Breach; (iii) have regard to Customer's assessment of whether an Eligible Data Breach is suspected of having occurred or is believed to have occurred; (iv) unless otherwise directed in writing by Customer, defer (in accordance with section 26WJ of the Privacy Act) to Customer's assessment of whether it is believed that an Eligible Data Breach has occurred; and (v) in relation to any notification, unless otherwise directed in writing by Customer, defer (in accordance with section 26WM of the Privacy Act) to Customer's notification in respect of any Eligible Data Breach that is believed to have occurred.

A. LIST OF PARTIES

Controller(s) / Data exporter(s):

1.	Name:	Each of the Customer entities identified in the Agreement.
	Address:	The address for Customer as specified in the Addendum or Principal Agreement
	Contact person's name, position and contact details:	Data protection enquiries can be addressed to: The contact details for Customer as specified in the Addendum or Principal Agreement.
	Activities relevant to the data transferred under these Clauses:	Customer receives the Services described in the Principal Agreement.
	Signature and date:	This Annex 1 is deemed executed upon execution of the DPA.
	Role (controller/processor):	Controller

Processor(s) / Data importer(s):

1.	Name:	"Sugar" as identified in the Addendum.
	Address:	The address for Sugar specified in the Principal Agreement.
	Contact person's name, position and contact details:	The contact details for Sugar are as specified in the Principal Agreement.
	Activities relevant to the data transferred under these Clauses:	Performance of Services described in the Principal Agreement.
	Signature and date:	This Annex I is deemed executed upon execution of the DPA.
	Role (controller/processor):	Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:	Customer's end-user customers, prospects, and partners, including employees, contractors, collaborators, and advisors of such end-user customers, prospects, and partners (who are natural persons). *If other data subjects are implicated with Customer's use of the Services, Customer will notify Sugar in writing and the parties will amend this Annex I in writing.*
Categories of personal data transferred:	● First and last name ● Title, work department, and manager/supervisor name ● Position ● Contact information (company, email, phone, physical business address) *If other data subjects or categories of data are implicated with Customer's use of the Services, Customer will notify Sugar in writing and the parties will amend this Annex I in writing.*
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	None
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Continuous for the duration of the Principal Agreement.
Nature of the processing:	Performance of the Services described in the Principal Agreement.
Purpose(s) of the data transfer and further processing:	Processing Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Principal Agreement and applicable Order Form(s); (ii) Processing initiated by Data Subjects as required under Data Protection Laws; and (iii) Processing to comply with other Documented Instructions provided by Customer where such instructions are consistent with the terms of the Principal Agreement.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	The data exporter determines the duration of Processing in accordance with the terms of the Addendum and Principal Agreement.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	See Section 7.1 of the Principal Agreement. The duration will be until the termination of the Principal Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance (e.g. in accordance with Clause 13 SCCs)	Where GDPR applies, the competent supervisory authority shall be the Luxembourg Data Protection Commissioner. Where UK GDPR applies, the competent supervisory authority shall be the UK Information Commissioner's Office.

ANNEX II

Minimum Security Measures

1. _Physical Access Controls_. Sugar has measures in place designed to prevent unauthorized persons from gaining access to Sugar premises where Customer Data is processed. Such measures include: controlling access to entry doors and sensitive areas, securing and limiting access to server rooms, installing video cameras where appropriate, using electronic ID badges for entering Sugar offices, controlling badge holder access and logging, and alarm monitoring. Visitors must arrive at the main entrance and are met by the sponsoring employee. Sugar's cloud and hosting services uses data center facilities which are SOC 2 certified.

2. _Access Controls_. Sugar has measures in place designed to prevent data processing systems from being used without authorization. Role-based access policies are in place with a minimum necessary policy. Access to production systems and Customer Data is controlled and monitored. Such measures include locking of terminals, regulations for user authorization, role-based access, entitlement reviews and audit logging.

3. _System Integrity Controls_. Sugar has measures in place designed to insure data and system integrity. All production and Customer Data is encrypted in transit and at rest. Networks and systems are monitored with security tools for intrusion detection and prevention, DDOS Protection and Malicious code. All systems are monitored for viruses and malware. Key management systems are in place and encryption is in place for all password, key data and backups.

4. _Intervention Control_. Sugar has implemented measures designed to prevent its personal data processing systems from being used by unauthorised persons by means of data transmission equipment. The measures taken include multifactor authentication and bastion host requirements for access to processing systems. Authentication is logged and monitored.

5. _Transfer Control_. Sugar has implemented technical measures designed to prevent Customer Data from being processed or used during electronic transmission or during transport without authorization (_e.g._, by means of encryption or protection by passwords). Such measures include the following: authentication of authorized personnel, Data Loss Prevention tools and controlling the use of data media.

6. _Input Control_. If Customer Data is Processed on Sugar systems, access to Customer Data will be recorded in log files. For any Customer Data stored in the Services, Customer is solely responsible for such data input and Sugar does not have any control or involvement in such data input.

7. _Separation Control_. Sugar has implemented measures designed to ensure that data collected for different purposes can be Processed separately include an authorization concept which takes account the separate Processing of data in Sugar's cloud environment. Customer´s Customer Data is logically separated from other customers' customer data.

8. _Availability Controls_. Sugar has technical measures in place designed to ensure that Personal Data stored in Sugar´s internal systems are protected against accidental destruction or loss include the use of protection programs (such as malware and virus protection, DPI and firewalls), rejection of unauthorized users, backup and recovery policies. The Sugar cloud instance makes use of multiple data centers, and clustering to avoid interruptions in service.