SugarCRM Standard Contractual Clauses Amendment

This **SugarCRM Standard Contractual Clauses Amendment** (this "**SCC Amendment**") is by and between **SugarCRM Inc. ("Sugar")**, and the counterparty identified in the signature block below ("**Customer**") and is entered into effective as of the date signed by Customer (the **"Effective Date"**). This SCC Amendment (i) only applies to Customers located in the EEA and/or Personal Data of Data Subjects located in the EEA, (ii) amends the Sugar Data Processing Addendum or similar data processing agreement entered into between the parties (as applicable, the "**DPA**"), and (iii) replaces and supersedes the 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. All capitalized terms not otherwise defined herein have the meanings given to such terms in the Principal Agreement.

NOW THEREFORE, as of the Effective Date, Sugar and Customer hereby agree to amend the DPA as follows:

1. **Definitions**

1.1.   "**Data Protection Laws**" means all applicable laws and regulations governing data protection applicable to the processing of Personal Data, including, where applicable GDPR, CCPA, and laws and regulations of the United States, Australia, Singapore, the European Union, the European Economic Area and their member states, Switzerland, and the United Kingdom.

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

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

1.4.   "**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, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.5.   "**Personal Data**" means any information relating to (a) an identified or identifiable natural person, and (b) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws), where for each (a) or (b), such data is Customer Data or has been provided to Sugar to provide Services.

1.6.   "**Principal Agreement**" means 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.

1.7.   "**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.

1.8.   "**Standard Contractual Clauses**" means: (i) where 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.

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

2. **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 has achieved binding corporate rules authorisation in accordance with Data Protection Laws, (iii) under any other transfer mechanism provided by Data Protection Laws, or (iv) in accordance with Restricted Transfer terms set forth herein.

3. **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:

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

   3.1.1. Module Two will apply;

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

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

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

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

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

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

3.1.8. Annex II of the EU SCCs shall be deemed completed with the information set out in the Principal Agreement; and

3.1.9. 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.

3.1.10. Where 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:

3.1.10.1. EU SCCs, completed as set out above in this SCC Amendment shall also apply to transfers of such Personal Data; and

3.1.10.2. 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.

3.1.11. If sub-section 3.1.10 does not apply, 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.

3.2. If any provision of this SCC Amendment contradicts, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

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

SugarCRM Inc.

CUSTOMER: _____

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

Address: _____

_____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

A. LIST OF PARTIES

Controller(s) / Data exporter(s):

1.	Name:	Each of the Customer entities identified in the Principal Agreement.
	Address:	The address for Customer as specified in this SCC Amendment 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 this SCC Amendment 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 this SCC Amendment.
	Role (controller/processor):	Controller

Processor(s) / Data importer(s):

1.	Name:	"Sugar" as identified in the SCC Amendment.
	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 this SCC Amendment.
	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 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.