



## DATA PROCESSING ADDENDUM

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This Data Processing Addendum (“**DPA**”) is incorporated by reference into our master online services agreement (the “**Terms of Services**”) whether you are an existing customer or a new customer in respect of any of our services listed in Schedule A to this DPA (the “**Services**”). You acknowledge that you, on your own behalf as an individual and on behalf of your employer or another legal entity (collectively, “**you**”, “**your**” or the “**Organization**”) have read and understood and agree to comply with this DPA, and are entering into a binding legal agreement with Devolutions inc. (“**Devolutions**”) to reflect the Parties’ agreement with regard to the Processing of Personal Data in the course of using or providing the Services. This DPA will not be valid and legally binding in respect of any individual or Organization that is not a Customer or an Authorized Affiliate. Both parties shall be referred to as the “**Parties**” and each, a “**Party**”.

You represent and warrant that you have, or you were granted, full authority to bind the Organization to this DPA. If you cannot, or do not agree to, comply with, and be bound by, this DPA or do not have authority to bind the Organization or any other entity, please do not supply or provide Personal Data to us.

You enter into this DPA on behalf of yourself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of the Organization and the Organization’s Authorized Affiliates, if and to the extent that you, the Organization or the Authorized Affiliate processes Personal Data as the “data controller”. For the purposes of this DPA only, and except where indicated otherwise, the term “Data Controller” shall include yourself, the Organization and/or the Organization’s Authorized Affiliates.

In the course of providing the Services pursuant to the Terms of Services, we may process Personal Data on your behalf, in the capacity of a “Data Processor”. The Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

If you need a signed copy of this DPA and/or of the Standard Contractual Clauses set forth in Schedule D attached hereto (to the extent such Standard Contractual Clauses are applicable to you), you can send your request by email to [privacy@devolutions.net](mailto:privacy@devolutions.net).

### 1. Interpretation and definitions

- 1.1 The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA.
- 1.2 References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated.
- 1.3 In addition to the terms defined elsewhere in this DPA, the terms below shall have the following meaning:
  - (a) “**Affiliate**” means an entity that a party controls or is controlled by, or with which a party is under common control. For purposes of this definition, “control” means direct or indirect ownership of more than fifty (50%) percent of the voting stock or equivalent ownership interest in an entity.
  - (b) “**Authorized Affiliate**” means any of Customer’s Affiliate(s) which is permitted by Devolutions to use the Services pursuant to the Terms of Services entered into with or as agreed by Customer but has not entered into its own agreement with Devolutions.



- (c) **“Customer”** means the individual or Organization that has subscribed to a Service and is a party to the Terms of Services.
  - (d) **“Customer Data”** means any data, information or material that Customer or an Authorized Affiliate submits to the Services or otherwise Processes in the course of using the Services.
  - (e) **“Data Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
  - (f) **“Data Processor”** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
  - (g) **“Data Protection Laws”** means all applicable laws and regulations of the European Union (including the GDPR), a Member State, Norway, Iceland, Liechtenstein, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Terms of Service.
  - (h) **“Data Subject”** means the natural person to whom Personal Data relates.
  - (i) **“GDPR”** means the EU **“General Data Protection Regulation”**, Regulation 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, and repealing Directive 95/46/EC, as may be amended, modified, supplemented, restated, or superseded from time to time.
  - (j) **“Member State”** means a country that belongs to the European Union.
  - (k) **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  - (l) **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
  - (m) **“Standard Contractual Clauses”** means the agreement executed by and between Customer and Devolutions and attached hereto as Schedule D pursuant to the European Commission’s decision (C(2010)593) of February 5, 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.
- 1.4 **Applicability.** This DPA shall apply only to the extent Customer or an Authorized Affiliate is established within the European Union, Norway, Iceland, Liechtenstein, Switzerland or the United Kingdom, and/or to the extent Devolutions Processes Personal Data of Data Subjects located in such territories on behalf of Customer or an Authorized Affiliate.



## **2. Processing of Personal Data**

To the extent Devolutions Processes any Personal Data on behalf of Customer and of its Authorized Affiliate(s) pursuant to a Service, Devolutions represents and warrants that it shall (and shall ensure that all of its sub-processors shall) comply with the following obligations set forth in this Section 2:

- 2.1 **Roles of the Parties**. Customer hereby appoints Devolutions as a Processor to process the Personal Data on Customer's behalf through the Services. The Parties acknowledge and agree that with regard to the Processing of Personal Data pursuant to the Services, (i) Customer is the Data Controller, (ii) Devolutions is the Data Processor (unless Customer is a Processor, in which case Devolutions shall be Customer's sub-processor), and (iii) Devolutions may engage sub-processors pursuant to the requirements set forth in Section 4 below.
- 2.2 **Customer's Processing of Personal Data**. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Customer shall have sole responsibility for the means by which Customer collected Personal Data. Without limitation, Customer shall have any and all required legal bases in order to collect, Process and transfer to Devolutions the Personal Data and to authorize the Processing by Devolutions of the Personal Data which is authorized in this DPA. Customer will be fully responsible for the actions and omissions of its authorized users and their use of the Services.
- 2.3 **Devolutions' Processing of Personal Data**. Devolutions shall Process Personal Data in compliance with applicable Data Protection Laws and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Terms of Services and this DPA; (ii) Processing for Customer and its Authorized Affiliates to be able to use the Services; (iii) Processing to comply with other Personal Data related requests provided by Customer where such requests are consistent with the Terms of Services, this DPA and applicable laws. Customer agrees that the foregoing purposes are Customer's complete and final documented instructions to Devolutions for the Processing of Personal Data and that any additional or alternate instructions must be agreed in writing between Customer and Devolutions. Without limiting the foregoing, Devolutions may also Process Personal Data as required by applicable laws (including European Union or Member State law to which Devolutions is subject); in such a case, Devolutions shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest. If Devolutions believes that any instruction from Customer is in violation of, or would result in Processing in violation of applicable laws, then it shall notify Customer immediately. Devolutions will maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Customer, make them available to Customer upon request.
- 2.4 **Details of the Processing**. The subject-matter of Processing of Personal Data by Devolutions is the performance of the Services pursuant to the Terms of Service. The nature and purpose of the Processing, the duration of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule B (Details of the Processing) to this DPA. Customer may make reasonable amendments to Schedule B by written notice to Devolutions from time to time as Customer reasonably considers necessary to meet the requirements of applicable laws. Devolutions agrees to reasonably notify Customer in writing if it believes that Schedule B is not accurate or otherwise does not meet the requirements of applicable laws.



- 2.5 Devolutions' Personnel and Confidentiality. Devolutions shall ensure that its personnel engaged in the Processing of Personal Data are aware of, and subject to, enforceable obligations to maintain the confidentiality of the Personal Data and to comply with the other relevant obligations and restrictions of this DPA. Devolutions shall ensure that such confidentiality obligations survive the termination of the personnel engagement. Devolutions shall ensure in each case that access is strictly limited to those individuals who need to know or access the relevant Personal Data, as strictly necessary for the purposes of performing the Services.
- 2.6 Disclosure of Personal Data. Devolutions will not disclose the Personal Data to a third party unless (a) it obtains Customer's prior written consent, (b) as required by a court of competent jurisdiction or other public or supervisory authority, or (c) otherwise as required by applicable Data Protection Laws (in such a case, Devolutions shall inform the Customer of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (d) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s).
- 2.7 Retention and Deletion of Personal Data. Devolutions may retain Personal Data only for the period of time required for Devolutions to perform the Services or as otherwise mentioned in the Terms of Service or such longer period required by applicable law. Devolutions will permanently delete all copies of Personal Data in its possession or control at the expiration of such applicable time period.

### **3. Rights of Data Subjects**

- 3.1 Data Subject Request. If Devolutions receives a request from a Data Subject to exercise one or more of his/her Data Subject's rights (including those under the GDPR) in connection with Personal Data Processed by Devolutions on behalf of Customer, Devolutions will redirect the Data Subject to make its request directly to Customer. Customer will be responsible for responding to any such request and Devolutions will comply with reasonable requests by Customer to assist with its response to such a Data Subject request. Customer shall be responsible for any costs arising from Devolutions' provision of such assistance.
- 3.2 Assistance to Customer. To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject request, Devolutions will, in a manner consistent with its role as a processor and taking into account the nature of the Processing and the data available to Devolutions, (i) make available Personal Data of Data Subjects to Customer, and (ii) make commercially reasonable efforts to assist Customer by appropriate technical and organizational measures, insofar as this is possible and to the extent that Devolutions is legally permitted to do so, for the fulfilment of Customer's obligation to respond to requests for exercising the Data Subject's rights, including those laid down in Chapter III of the GDPR.

### **4. Authorization Regarding Sub-Processors**

- 4.1 Appointment of Sub-processors. Customer acknowledges and agrees that Devolutions has engaged and may engage third-party sub-processors to Process Personal Data on Devolutions' behalf in connection with the provision of the Services.
- 4.2 List of Current Sub-processors. The sub-processors currently engaged by Devolutions to Process Personal Data in the course of the Services are listed in Schedule C attached hereto and on Devolutions' website at <https://devolutions.net/legal> (the "**Sub-Processor List**"). The Sub-Processor List as of the date of publication of this DPA is hereby authorized, and in any event shall be deemed authorized, by Customer unless it provides a written reasonable objection, for reasons relating to the protection of Personal Data. Customer may reasonably



object to Devolutions' use of an existing sub-processor by providing a written objection to [privacy@devolutions.net](mailto:privacy@devolutions.net). The Sub-Processor List will include a mechanism for Customer to subscribe to notifications of any new sub-processors or changes to the Sub-Processors List.

- 4.3 Changes to the Sub-Processors List and Customer's Objection Right. Devolutions may, by giving no less than thirty (30) days' notice to Customer, add or make changes to the Sub-Processors List. Customer may object to Devolutions' appointment of a new sub-processor by notifying Devolutions in writing within fourteen (14) calendar days of such notice on reasonable grounds relating to the protection of Personal Data. Failure to object to such new sub-processor in writing within such period shall be deemed as acceptance of the new sub-processor. In the event Customer reasonably objects to a new sub-processor, Devolutions will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new sub-processor without unreasonably burdening the Customer. If Devolutions is unable to make available such change to the mutual satisfaction of the Parties within a reasonable period of time, which shall not exceed thirty (30) days, either Party may, as a sole remedy, terminate the applicable Terms of Services and this DPA with respect only to those Services which cannot be provided by Devolutions without the use of the objected-to new sub-processor, and Customer will be entitled to a pro-rata refund of the fees prepaid for such Services. Until a decision is made regarding the new sub-processor, Devolutions may temporarily suspend the Processing of the affected Personal Data and/or suspend access to the Services. Customer will have no further claims against Devolutions due to the termination of the Terms of Services in the situation described in this Section 4.3.
- 4.4 Agreements with sub-processors. Devolutions has entered into a written agreement with each sub-processor containing appropriate safeguards to the protection of Personal Data, as provided in Section 9.2 of the DPA. Where Devolutions engages a new sub-processor for carrying out specific Processing activities on behalf of the Customer, the same or similar data protection obligations as set out in this DPA and in Article 28(3) of the GDPR shall be imposed on such new sub-processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the Data Protection Laws, including the GDPR. Where the new sub-processor fails to fulfil its data protection obligations, Devolutions shall remain liable to the Customer for any breach of the DPA caused by such sub-processor. In accordance with Articles 28(7) and 28(8) of the GDPR, if and when the European Commission lays down the standard contractual clauses referred to in such Articles, the Parties may revise this DPA in good faith to adjust it to such standard contractual clauses.
- 4.5 Emergency Replacement. Devolutions may replace a sub-processor if the need for the change is urgent and necessary to provide the Services and the reason for the change is beyond Devolutions' reasonable control. In such instance, Devolutions shall notify Customer of the replacement as soon as reasonably practicable, and Customer shall retain the right to object to such new sub-processor pursuant to Section 4.3 above.

## 5. Security

- 5.1 Controls for the Protection of Personal Data. Devolutions shall maintain industry-standard technical and organizational measures for protection of the security, confidentiality and integrity of Personal Data (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), including measures required pursuant to Article 32 of the GDPR, as appropriate. In determining the appropriate level of security measures to be implemented, Devolutions will take 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. Upon Customer's request, Devolutions will make commercially reasonable efforts to assist Customer in ensuring compliance with its obligations pursuant to Articles 32 to 36 of the GDPR at no additional cost to Customer, taking into account the nature of the Processing and the information available to Devolutions. The foregoing does not release Customer from its duty to implement and maintain its own privacy protections and security measures in respect of the Personal Data that it processes whether as a controller or as a processor.

- 5.2 Third-Party Certifications and Audits. Upon Customer's request at reasonable intervals, and subject to the confidentiality obligations set forth in the Terms of Services and this DPA, Devolutions shall make available to Customer that is not a competitor of Devolutions (or Customer's independent, reputable, third-party auditor that is not a competitor of Devolutions and not in conflict with Devolutions) all information necessary to demonstrate compliance with this DPA and the obligations laid down in Article 28 of the GDPR (as applicable) and allow for and contribute to audits, including inspections, conducted by them (provided, however, that such information, audits, inspections and the results therefrom, including the documents reflecting the outcome of the audit and/or the inspections, shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Devolutions' prior written approval and, upon Devolutions' first request, Customer shall return all records or documentation in Customer's possession or control provided by Devolutions in the context of the audit and/or the inspection). Customer shall be fully responsible for bearing all the costs and expenses arising from or related to this Section and shall reimburse Devolutions for any time expended for any such on-site audit at the Devolutions' then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Devolutions shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Devolutions. Customer shall promptly notify Devolutions with information regarding any noncompliance discovered during the course of an audit.
- 5.3 General Assistance to Customer. Upon Customer's request, Devolutions will make commercially reasonable efforts to assist Customer in ensuring compliance with its obligations pursuant to Articles 32 to 36 of the GDPR at no additional cost to Customer, taking into account the nature of the Processing and the information available to Devolutions.
- 5.4 Data Protection Impact Assessment. Upon Customer's request, Devolutions shall provide Customer, at Customer's cost, with reasonable cooperation and assistance needed to fulfil Customer's obligation under the Data Protection Laws to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Devolutions. Devolutions shall provide, at Customer's cost, reasonable assistance to Customer in the cooperation or prior consultation with a supervisory authority in the performance of its tasks relating to this Section 5.4 of this DPA, to the extent required under the Data Protection Laws.

## **6. Security Incident Management and Notification**

- 6.1 Security Incident. If Devolutions becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data while processed by Devolutions (or by its sub-processors (each a "**Security Incident**"), Devolutions will (i) notify Customer of the Security Incident without undue delay after becoming aware of such Security Incident; (ii) investigate the Security Incident and provide Customer without undue delay with detailed information about the Security Incident (including the type of data that was the subject of the Security Incident and the identity of each affected person,



and any other information that a processor must provide to a controller under GDPR Article 33(3), to the extent such information is reasonably available to Devolutions or as such information becomes available to Devolutions); and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident, to the extent it is within Devolutions' reasonable control. The obligations herein shall not apply to Security Incidents that are caused by Customer or Customer's users and/or their instructions.

6.2 **Notifications.** Notification(s) of Security Incidents will be delivered to one or more of Customer's representatives by any means Devolutions selects, including via email. It is Customer's sole responsibility to ensure that its contact information with Devolutions remains accurate. Customer is solely responsible for complying with its obligations under incident notification laws applicable to it and for fulfilling any third-party notification obligations related to any Security Incident. Customer must notify Devolutions promptly about any possible misuse of, or security incident related to, its accounts or authentication credentials with Devolutions.

6.3 **General Assistance to Customer.** Devolutions will make reasonable efforts to assist Customer in fulfilling its obligations under Articles 33 and 34 of the GDPR or other Data Protection Laws to notify the relevant supervisory authority and data subjects about such Security Incident. Devolutions' obligation to report or respond to a Security Incident under this section is not an acknowledgement by Devolutions of any fault or liability with respect to the Security Incident.

## 7. **Authorized Affiliates**

7.1 **Contractual Relationship.** The Parties acknowledge and agree that, by entering into the Terms of Service, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Devolutions and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 7 and Section 8. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Terms of Service. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Terms of Service and is only a party to the DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Terms of Service and any violation of the terms and conditions of the Terms of Service by an Authorized Affiliate shall be deemed a violation by Customer.

7.2 **Communication.** The Customer that is the contracting party to the Terms of Service shall remain responsible for coordinating all communication with Devolutions under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

7.3 **Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to the DPA with Devolutions, it shall to the extent required under applicable Data Protection Laws be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

7.3.1 Except where applicable Data Protection Laws require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Devolutions directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Terms of Service shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Terms of Service shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 7.3.2, below).



- 7.3.2 The Parties agree that Customer shall, when carrying out an onsite audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Devolutions and its sub-processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

## **8. Limitation of Liability**

Devolutions' liability, taken together in the aggregate, arising out of or related to this DPA and all DPAs between Authorized Affiliates and Devolutions, whether in contract, tort, negligence or under any other theory of liability, is subject to any limitation of liability that may be provided in the Terms of Service from time to time, and any reference in such Terms of Service to the liability of Devolutions means its aggregate liability under the Terms of Service and all DPAs together. For the avoidance of doubt, Devolutions' total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the Terms of Service and each DPA shall apply in the aggregate for all claims under both the Terms of Service and all DPAs established hereunder, including by Customer and all Authorized Affiliates, and shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA. Also for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules and Appendices.

## **9. Transfer Mechanism for Transfers of European Personal Data**

- 9.1 Standard Contractual Clauses. To the extent Devolutions' Processing of Personal Data on behalf of Customer and/or its Authorized Affiliates under this DPA or pursuant to the Services involves a transfer of such Personal Data from the European Union, the European Economic Area and/or their Member States, Switzerland or the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws of the foregoing territories, and to the extent such transfers are subject to such Data Protection Laws, the Standard Contractual Clauses shall apply.
- 9.2 Cross-Border Transfers by Devolutions. If Devolutions transfers Personal Data to a sub-processor located in a third country or to an international organization, it will ensure that such transfer will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR. Without limiting the generality of the foregoing, Devolutions will ensure that such transfer will be made: (i) to a country that offers adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the European Economic Area or the European Union, without any further safeguard being necessary; (ii) to an entity or group of entities having committed to be governed by the Standard Contractual Clauses, as amended from time to time by the European Commission; (iii) to an entity or group of entities subject to Binding Corporate Rules as authorized or validated in conformity with applicable Data Protection Laws; and/or (iv) to an entity or group of entities that has self-certified under the EU-U.S. and/or Swiss-U.S. Privacy Shield frameworks.
- 9.3 Instructions. This DPA and the Terms of Service are Customer's complete and final documented instructions to Devolutions for the Processing of Personal Data on behalf of Customer and/or its Authorized Affiliates. Any additional or alternate instructions must be agreed upon separately with Customer. The instructions set forth in Section 2.3 of this DPA are deemed to be Customer's instructions to process Personal Data for the purposes of Clause 5(a) of the Standard Contractual Clauses.
- 9.4 Appointment of New Sub-processors and List of Current Sub-processors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Devolutions may engage





third-party sub-processors in connection with the provision of the Services. Devolutions shall make available to Customer the current list of sub-processors in accordance with Section 4.2 of this DPA.

- 9.5 Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Devolutions may engage new sub-processors as described in Section 4.3 of the DPA.
- 9.6 Copies of Sub-processor Agreements. The Parties agree that the copies of the sub-processor agreements that must be provided by Devolutions to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Devolutions beforehand; and, that such copies will be provided by Devolutions in a manner to be determined in its discretion, only upon request by Customer.
- 9.7 Audits and Certifications. The Parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the provisions of Section 5.2 of the DPA.
- 9.8 Certification of Deletion. The Parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Devolutions to Customer only upon Customer's request.
- 9.9 Conflict. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

## 10. Miscellaneous

10.1 Conflicts. In the event of any conflict or inconsistency between:

10.1.1 the provisions of this DPA and the Terms of Service, the provisions of this DPA shall control with respect to the subject matter set forth herein; all the terms, provisions and requirements contained in the Terms of Service shall remain in full force and effect except to the extent they conflict with and are superseded by this DPA.

10.1.2 the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

10.2 Term. This DPA shall remain in force for as long as Devolutions processes Personal Data on behalf of Customer in the course of the Services. Upon termination of the Terms of Services, this DPA will be terminated accordingly.

10.3 Binding Effect. The terms, provisions and conditions of this DPA shall be binding upon and inure to the benefit of each respective Party and their respective legal representatives, successors and assigns.

## 11. List of Schedules

Schedule A: Services

Schedule B: Details of Processing of Personal Data

Schedule C: List of sub-processors



Schedule D: Standard Contractual Clauses (Processors)

## 12. How to Contact Devolutions

If Customer believes that Devolutions is not adhering to its privacy or security commitments, Customer may contact customer support (<https://devolutions.net/support>) or Devolutions' Director of Privacy ([privacy@devolutions.net](mailto:privacy@devolutions.net)), or use Devolutions' mailing address below:

**Devolutions inc.**

1000, rue Notre-Dame  
Lavaltrie (Québec) J5T 1M1  
Canada

VeraSafe has been appointed as Devolutions' representative in the European Union for data protection matters pursuant to Article 27 of the GDPR. VeraSafe can be contacted in addition to Devolutions' points of contact above, only on matter related to the Processing of Personal Data. To make such an inquiry, you may contact VeraSafe using this contact form: <https://www.verasafe.com/privacy-services/contact-article-27-representative>.

Alternatively, VeraSafe can be contacted at:

**Matthew Joseph**

Zahradníčkova  
1220/20A  
Prague 15000  
Czech Republic

or

**VeraSafe Ireland Ltd**

Unit 3D North Point House  
North Point Business Park  
New Mallow Road  
Cork T23AT2P  
Ireland



## SCHEDULE A – SERVICES

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- Devolutions® Online Database
- Devolutions® Online Drive
- Devolutions® Online Backup
- Devolutions® Password Hub



## SCHEDULE B – DETAILS OF PROCESSING OF PERSONAL DATA

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### **Nature and purpose of Processing**

Devolutions will Process Personal Data as necessary to perform the Services to Customer pursuant to the Terms of Service and as further instructed by Customer in its use of the Services or otherwise in accordance with Section 2.3 of the DPA. Processing is limited to cloud storage of Personal Data only.

### **Duration of Processing**

Subject to Section 2.7 of the DPA, the duration of the Processing shall be for the duration of Customer's right to use the Services, unless otherwise agreed upon in writing.

### **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. The Services provide Customers the ability to store any kind of data about any Data Subject. As such, Devolutions does not have visibility of the categories of Data Subject that will be Processed or stored by Customer through the Services. Personal Data submitted to the Services may relate to the following categories of Data Subjects, without limitation:

- Prospects, customers, business partners, contractors, collaborators or vendors of Customer who are natural persons
- Employees, agents, representatives or contact persons of Customer's prospects, customers, business partners, contractors, collaborators or vendors
- Employees, agents, representatives, advisors or consultants of Customer who are natural persons
- Customer's users authorized by Customer to use the Services
- Natural persons attempting to communicate, share or transfer Personal Data to users of the Services

### **Types of Personal Data**

The types of Personal Data processed by the Services include those expressly identified in Article 4 of the GDPR in respect of the categories of Data Subjects identified above, which may include without limitation the following categories of Personal Data:

- First and last name
- Title / Position
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data



## SCHEDULE C – LIST OF SUB-PROCESSORS

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The following is a list of the sub-processors used by Devolutions to Process Personal Data on behalf of Customers pursuant to a Service, as described in the DPA:

Entity Name	Location	Nature of Processing
Microsoft Corporation (Azure)	United States	Cloud storage (ISO 27001, SOC 1 & 2 Type 2, FedRAMP, and PCI Level 1)  <a href="https://www.microsoft.com/en-us/trustcenter/cloudservices/azure">https://www.microsoft.com/en-us/trustcenter/cloudservices/azure</a>



## **SCHEDULE D – STANDARD CONTRACTUAL CLAUSES (PROCESSORS)**

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As of May 25, 2018 and thereafter, references to various Articles from the Directive 95/46/EC in the Standard Contractual Clauses below will be treated as references to the relevant and appropriate Articles in the GDPR.

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Devolutions inc. (as data importer), each a “party”, together the “parties”, have agreed on the following Contractual Clauses (the “Clauses”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

### **Clause 1: Definitions**

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

### **Clause 2: Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below which forms an integral part of the Clauses.



### **Clause 3: Third-party beneficiary clause**

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

### **Clause 4: Obligations of the data exporter**

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;



- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

### **Clause 5: Obligations of the data importer**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;





- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

### **Clause 6: Liability**

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.  

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

### **Clause 7: Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.



2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### **Clause 8: Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### **Clause 9: Governing Law.**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

#### **Clause 10: Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

#### **Clause 11: Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.



## Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

### Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

**Data exporter:** The data exporter is the Customer, as a user of the Services (as defined in the Data Protection Addendum to which these Clauses are annexed) (the "DPA").

**Data importer:** The data importer is DEVOLUTIONS INC., which provides software, cloud services, applications and solutions for individual and business that allow them to store data (including personal data) on the cloud.

**Data subjects:** Data exporter may submit personal data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion and which may include, but is not limited to the following categories of data subjects:

- Prospects, customers, business partners, contractors, collaborators or vendors of the data exporter who are natural persons
- Employees, agents, representatives or contact persons of the data exporter's prospects, customers, business partners, contractors, collaborators or vendors
- Employees, agents, representatives, advisors or consultants of the data exporter who are natural persons
- Data exporter's users authorized by data exporter to use the Services
- Natural persons attempting to communicate, share or transfer Personal Data to users of the Services

**Categories of data:** Data exporter may submit personal data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion and which may include, but is not limited to the following categories of data:

- First and last name
- Title / Position
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data



- Personal life data
- Connection data
- Localisation data

**Special categories of data (if appropriate):** Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity personal data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

**Processing operations:** The personal data transferred will be subject to the following basic processing activities:

- Duration and Object of Data Processing. The duration of data processing shall be for the term during which the data exporter uses the Services pursuant to the Terms of Services (as defined in the DPA). The objective of the data processing is the performance of Services.
- Scope and Purpose of Data Processing. The scope and purpose of processing personal data is described in the DPA and the Terms of Services. The processing of personal data is mainly limited to the cloud storage of data within data centers or facilities owned and operated by sub-processors, in jurisdictions where such sub-processors are located.
- Access to Data. The data exporter may designate an administrator who will have the ability to access, correct and/or delete data exporter's personal data stored with data importer, or ask that data importer make such correction or deletion on its behalf. The data exporter may also authorize its individual end users to access, correct and/or delete certain personal data associated with the specific account through which such end user accesses and uses the Service in accordance with the functionality of the Service.
- Sub-processing. Data importer may engage other companies to provide certain services on data importer's behalf, such as providing data storage services. Any such sub-processors will be permitted to obtain data exporter's data only to deliver the services the data importer has retained them to provide, and they are prohibited from using such data for any other purpose.

## **Appendix 2 to the Standard Contractual Clauses**

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

The data importer has implemented and will maintain a security program intended to ensure the security, integrity and protection of personal data that it processes on behalf of its customers and to protect such data against unauthorized disclosure or loss. Such security program includes technical, physical and organizational measures and safeguards appropriate for data importer's size and resources and the types of information that it processes. Such security measures and safeguards are described in the data importer's security practices and policies, as updated from time to time and made reasonably available by data importer upon data exporter's request or as otherwise accessible on data importer's website, as the case may be.