

DATA PROCESSING ADDENDUM

TO SERVICE SUBSCRIPTION AGREEMENT

between

OneLogin, Inc.
100 California Street, Suite 900, San Francisco, CA 94111

- the “**Data Processor**” or “**Data Importer**” -

and

- “the **Data Controller**” or “**Data Exporter**” -

- together the “**Parties**” -

Preamble

WHEREAS, the Parties have entered into the Service Subscription Agreement dated _____ (“**Agreement**”).

WHEREAS, the Data Processor provides the Data Controller hosted solutions consisting of single sign-on, multi-factor authentication, directory integration, user provisioning, reporting, and a catalog of pre-integrated web applications under the Agreement, which may require a collection, processing or use of personal data of the Data Controller’s customers, employees or suppliers.

WHEREAS, the Parties have agreed to enter into the European Commission Decision C(2010)593 (the EEA Data Controller-Non-EEA Data Processor Contract, “Standard Contractual Clauses (Processors)”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedom of individuals for the transfer of the personal data by the Data Exporter to the Data Importer.

WHEREAS, the Standard Contractual Clauses shall not be altered or modified according to Clause 10 of the Standard Contractual Clauses, however, clauses on business related issues may be added.

WHEREAS, under Art. 28 of the European General Data Protection Regulation (GDPR), further requirements which go beyond the scope of the Standard Contractual Clauses are required.

NOW THEREFORE, the Parties shall execute the following Data Processing Addendum which incorporates the Standard Contractual Clauses (Exhibit A) as well as the further requirements of Art. 28 of the GDPR (Exhibit B) as well as the agreement on the assignment of subprocessors (Exhibit C) in order to safeguard the transfer of personal data from Data Controller to Data Processor.

EXHIBIT A

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

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

Name of the data exporting organisation:

Address:

Tel. ; fax ; e-mail:

Other information needed to identify the organisation:

(the data exporter)

And

Name of the data importing organisation: OneLogin, Inc.

Address: 100 California Street, Suite 900, San Francisco, CA 94111

Tel. 1-415-645-6830 ; fax 1-415-276-4198 ; e-mail: privacy@onelogin.com

Other information needed to identify the organisation:

Not applicable

(the 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

For the purposes of the Clauses:

- (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 sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor 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 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 sub-processor 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 sub-processor 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 to this contract;
- (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 sub-processor 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 sub-processing 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor 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 sub-processing, 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 sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor 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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor 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 sub-processor 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 sub-processor, 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 sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, 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

Sub-processing

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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor 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 sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing 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 sub-processing 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 sub-processor 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 sub-processor 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.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature _____

(stamp of organisation)

On behalf of the data importer:

Name (written out in full): _____

Position: Chief Information Security Officer

Address: 100 California Street, Suite 900, San Francisco, CA 94111

Other information necessary in order for the contract to be binding (if any): Not applicable

Signature _____

(stamp of organisation)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and the Service Subscription Agreement dated _____.

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 (please specify briefly your activities relevant to the transfer):

Data Exporter is the legal entity that has executed the Clauses as a Data Exporter (Subscriber as defined in the Agreement) established within the [European Economic Area (EEA)] and [Switzerland] that have purchased OneLogin Services.

Data Importer

The Data Importer is (please specify briefly activities relevant to the transfer): OneLogin, Inc. is a provider of a cloud identity and access management solution which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data Exporter may submit personal data to the OneLogin Services, the extent of which is determined and controlled by the Data Exporter in its sole discretion, and which includes, personal data relating to the following categories of data subjects:

- Prospects, customers, business partners, resellers
- Employees or contractors of prospects, customers, business partners, or resellers
- Data Exporter's Users authorized by the Data Exporter to use the OneLogin Services

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data Exporter may submit personal data to the OneLogin Services, the extent of which is determined and controlled by the Data Exporter at their sole discretion, and which includes, the following categories of personal data:

- First name and last name
- Contact information (company, email, phone)
- ID data
- Connection data
- Localisation data

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

None.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

1. Subject matter of the processing

The objective of Processing of personal data by Data Importer is the performance of the OneLogin Services pursuant to the Agreement.

2. Duration

The duration of collection, processing or use on behalf of Data Exporter is subject to the term of the Agreement. The termination of the Agreement shall terminate this Data Processing Addendum.

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name: _____

Authorised Signature

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and the Service Subscription Agreement dated _____.

Data Importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data uploaded to the OneLogin Services, as described in the Security, and Privacy Documentation applicable to the specific OneLogin Services purchased by Data Exporter, as updated from time to time, and accessible via the attached Service Organization Control report (“SOC 2”) or otherwise made reasonably available by Data Importer.

Data Importer will continue to comply with minimum IT-security standards as set out in the SOC 2, but is free to modify and change its IT-infrastructure provided that such modification(s) and/or change(s) do not decrease the level of security set out in the SOC 2.

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name: _____

Authorised Signature

EXHIBIT B

IMPLEMENTATION OF FURTHER REQUIREMENTS OF ART. 28 OF GDPR

Obligations of the Data Importer

1. Data Protection Officer: The Data Importer shall appoint a dedicated person in charge of privacy matters in writing and shall provide the Data Exporter with the contact details of such person (“Data Protection Officer”).

The Data Importer shall ensure that the Data Protection Officer monitors the use of operations used to process personal data on compliance with instructions of Data Exporter. The Data Importer shall ensure that the Data Protection Officer takes the appropriate measures to familiarize persons dealing with the processing of personal data with the relevant data protection provisions and obligations under this data processor agreement.

2. The Data Importer shall only process the personal data on behalf of the Data Exporter and in accordance with the documented instructions received from the data exporter. If the Data Importer cannot process the data in compliance with those instructions because of the law of the European Union or a Member State of the EU, the data importer shall immediately inform the Data Exporter of its inability to comply, unless such information is prohibited by the respective law of the European Union or the Member State of the EU.
3. The Data Importer shall immediately inform the Data Exporter if it assumes that an instruction given by the Data Exporter violates the GDPR or other applicable data protection law of the European Union or a Member State of the EU.
4. The Data Importer shall make available to the Data Exporter on request any information necessary to demonstrate compliance with the obligations agreed upon in these Clauses and shall support the Data Exporter in fulfilling these obligations.

Duty of confidentiality

1. The Data Importer shall maintain the duty of confidentiality with respect to the personal data to which the Data Importer had access, including after the Clauses have been terminated.
5. The Data Importer shall warrant that all persons authorized to process the personal data have committed themselves expressly and in writing to confidentiality or are under an appropriate statutory obligation of confidentiality, and are notified of the data protection obligations specifically arising from the work to be carried out.

Data subject rights

1. The Data Importer shall transmit any request of data subjects regarding the processing of data, including but not limited to rectification, erasure, blocking of data, portability requests and objection to processing, to the Data Exporter to ensure an appropriate reaction regarding the requests. The Data Importer shall assist the Data Exporter in fulfilling these requests, including by providing access to respective data.
2. The Data Importer shall not respond to any request of data subjects except on a documented instruction by the Data Exporter or because of applicable data protection laws to which the Data Importer is subject, in which case it will, to the extent permitted by the respective data protection law, inform the Data Exporter of that legal requirement before responding to the request.

Personal data breaches

1. The Data Importer shall notify the Data Exporter without undue delay and at the latest within 72 hours about any case in which the Data Importer or one of its employees breaches any obligation deriving from these Clauses or the GDPR or any breach of security occurs that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed (personal data breaches).
2. The Data Importer shall assist the data exporter in fulfilling any notification obligations arising out of personal data breaches.

Data protection impact assessment and prior consultation of the supervisory authority

1. The Data Importer shall support the Data Exporter in the execution of data protection impact assessments where a type of processing under the Clauses is likely to result in a high risk to the rights and freedoms of data subjects.
2. The Data Importer shall support the Data Exporter in the consultation of the supervisory authority prior to processing where a data protection impact assessment indicates that the processing would result in a high risk to the rights and freedoms of data subjects.

EXHIBIT C

ASSIGNMENT OF SUBPROCESSORS

The Data Exporter consents to Data Importer subcontracting the processing of personal data in accordance with the terms of the Clauses; and acknowledges that this constitutes the prior written consent of customers for the purpose of clause 11(1) of the Clauses. Data Importer shall inform Data Exporter of any intended changes concerning the addition or replacement of other processors, thereby giving Data Exporter the opportunity to object to such changes.

Subprocessors

- including countries of performance and scope of services that may be performed in these countries -

name and legal form	address	scope of services	processing location(s)	access to personal data
Amazon Web Services, Inc.	410 Terry Avenue North Seattle, WA 98109-5210	Data center hosting	US Instance: US EU Instance: Germany / Ireland	Partial; IP address
NSONE, Inc.	55 Broad Street, 19 th Fl. New York, NY 10004	DNS managed services	Varies by end user location: US, Brazil, England, Netherlands, Germany, South Africa, India, Japan, Hong Kong, Singapore, Australia, Finland, France, Romania	Partial; IP address
DynDNS, an Oracle America, Inc. company	150 Dow Street Manchester, NH 03101	DNS managed services	Varies by end user location: US, Japan, Singapore, Australia, India, China, Netherlands, Poland, Germany, England, Brazil	Partial; IP address
SendGrid, Inc.	1801 California Street, Suite 500 Denver, CO 80202	Transactional emails	US	Email address, IP address
Sumo Logic, Inc.	305 Main Street Redwood City, CA 94063	Log storage and analytics platform	US Instance: US EU Instance: Ireland	Email address, IP address
ServiceNow, Inc.	2225 Lawson Lane Santa Clara, CA 95054	Help desk platform	US	First name, Last name, Email address, IP address
Authorize.Net LLC	915 South 500 East, Suite 200 American Fork, UT 84003	Credit card payment processor	US	First name, Last name, Email address
NetSuite, an Oracle America, Inc. company	2955 Campus Drive, Suite 250 San Mateo, CA 94403	Invoicing platform	US	First name, Last name, Email address
Marketo, Inc.	901 Mariners Island Boulevard San Mateo, CA 94404	Mass email communications	US	First name, Last name, Email address