

## CONGA DATA PROCESSING ADDENDUM FOR Master Subscription Agreement

This Data Processing Addendum (“**DPA**”) forms part of the Master Subscription Agreement (or similarly titled agreement) between You (“**You, Your, or Customer**” which shall mean the entity or entity’s Affiliates bound by the Master Subscription Agreement) and Conga or other written or electronic agreement between Conga and You for the purchase of access to and use of online services from Conga (the “**Agreement**”) to reflect the parties’ agreement with regard to the Processing of Personal Data collected in the European Economic Area and transferred to Conga in the United States, in accordance with the requirements of Data Protection Laws and Regulations. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

### HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Attachment 1 (including Appendices 1 & 2).
2. This DPA and the Standard Contractual Clauses in Attachment 1 have been pre-signed by Conga.
3. To complete this DPA, You must:
  - a. Complete the information in the signature box and sign on Page 4.
  - b. Complete the information regarding the data exporter on Page 5.
  - c. Complete the information on Page 10 and sign on Page 12.
4. Submit the completed and signed DPA to Conga via [congadpa@getconga.com](mailto:congadpa@getconga.com)

Upon receipt of the validly completed and signed DPA at that email address, this DPA will become legally binding.

### HOW THIS DPA APPLIES

If Your entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement.

If Your entity signing this DPA has executed an Order Form with Conga pursuant to the Agreement but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms.

If Your entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that Your entity who is a party to the Agreement execute this DPA, and Affiliates of Your entity will benefit under this DPA via Section 7.1.2 below.

This DPA shall not replace any additional rights relating to Processing of Customer Data (as defined in the Agreement) previously negotiated by You in the Agreement (including any existing data processing addendum to the Agreement).

Appendix 1 applies to the processing of EU Personal Data. Appendix 2 refers to the processing of all Customer Data and Personal Data, where applicable.

### DATA PROCESSING TERMS

In the course of providing the Service (defined in the Agreement) to You pursuant to the Agreement, Conga may Process Personal Data on behalf of You. Conga agrees to comply with the following provisions with respect to any Personal Data submitted by or for You to the Service or collected and Processed by or for You using the Service.

#### 1. DEFINITIONS

Any capitalized terms used in this DPA that are not defined in the DPA have the meaning given to that term in the Agreement.

“**Conga**” means AppExtremes, LLC DBA Conga.

“**Data Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller.

“**Data Protection Laws and Regulations**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“**Data Subject**” means the individual to whom Personal Data relates.

“**Personal Data**” means any information relating to (i) an identified or identifiable person and, (ii) an identified or identifiable legal entity (where protected under applicable Data Protection Laws and Regulations), where such data is submitted to the Service as Customer Data.

“**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

**“Standard Contractual Clauses”** means the agreement executed by and between You and Conga and attached hereto as Attachment 1 pursuant to the European Commission’s decision of 5 February 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.

**“Subprocessor”** means any Data Processor engaged by Conga.

## 2. PROCESSING OF PERSONAL DATA

- 2.1 Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, You are the Data Controller, Conga is a Data Processor.
- 2.2 Your Processing of Personal Data.** You shall, in Your use of the Service, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, and Your instructions to Conga for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. You shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which You acquired Personal Data.
- 2.3 Conga’s Processing of Personal Data.** Conga shall only Process Personal Data on behalf of and in accordance with Your instructions, including as is necessary to provide the Service requested by You under the Agreement, and shall treat Personal Data as Confidential Information. You instruct Conga to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s), including to provide you the Service and support services; (ii) Processing initiated by Users in their use of the Service; and (iii) Processing to comply with other reasonable instructions provided by You (e.g., via email) where such instructions are consistent with the terms of the Agreement.

## 3. RIGHTS OF DATA SUBJECTS

- 3.1 Correction, Blocking, and Deletion.** To the extent You, in Your use of the Service, do not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws and Regulations, Conga shall comply with any commercially reasonable request by You to facilitate such actions to the extent Conga is legally permitted to do so. To the extent legally permitted, You shall be responsible for any costs arising from Conga’s provision of such assistance.
- 3.2 Data Subject Requests.** Conga shall, to the extent legally permitted, promptly notify You if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person’s Personal Data. If legally permitted, Conga shall not respond to any such Data Subject request without Your prior written consent except to confirm that the request relates to You. Conga shall provide You with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject’s request for access to that person’s Personal Data, to the extent legally permitted and to the extent you do not have access to such Personal Data through its use of the Service. If legally permitted, You shall be responsible for any costs arising from Conga’s provision of such assistance.

## 4. CONGA PERSONNEL

- 4.1 Confidentiality.** Conga shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Conga shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2 Limitation of Access.** Conga shall ensure that Conga’s access to Personal Data is limited to those personnel who require such access to perform the Agreement.

## 5. SECURITY

Conga shall maintain administrative, physical and technical safeguards for the protection, security, confidentiality, and integrity of Personal Data. Conga regularly monitors compliance with these safeguards. Conga will not materially decrease the overall security of the Service during a subscription term.

## 6. SECURITY BREACH MANAGEMENT AND NOTIFICATION

Conga maintains security incident management policies and procedures and shall, to the extent permitted by law, promptly notify You of any actual or reasonably suspected unauthorized disclosure of Personal Data, by Conga or its Sub-processors of which Conga becomes aware (a “Security Breach”). To the extent such Security Breach is caused by a violation of the requirements of this DPA by Conga, Conga shall make reasonable efforts to identify and remediate the cause of such Security Breach.

## 7. ADDITIONAL TERMS ONLY FOR EU PERSONAL DATA

- 7.1 Application of Standard Contractual Clauses.** The Standard Contractual Clauses in Attachment 1 (the “Standard Contractual Clauses”) and the additional terms in Section 8 will apply to the Processing of EU Personal Data by Conga in the course of providing services:
- 7.1.1** Notwithstanding anything to the contrary in this DPA, the Standard Contractual Clauses apply only to Personal Data that is transferred from the European Economic Area (EEA) and/or Switzerland and the United Kingdom to outside the EEA and Switzerland or the United Kingdom, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the EU Data Protection Directive or its successors), and (ii) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for personal data, including but not limited to Binding Corporate Rules for Processors.
- 7.1.2** The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of You established within the European Economic Area (EEA) and Switzerland or the United Kingdom that have purchased the Service on the basis of an Order Form. For the purpose of the Standard Contractual Clauses and this Section 8, the aforementioned entities shall be deemed “Data Exporters”.
- 7.2 Objective and Duration.** The objective of Processing of Personal Data by Conga is the provision of the Service pursuant to the Agreement.
- 7.3 Instructions.** This DPA and the Agreement are Your complete and final instructions to Conga for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the You to process Personal Data: (a) processing in accordance with the Agreement and applicable Order Form(s); and (b) processing initiated by Users in their use of the Service.
- 7.4 Sub-processors.** Pursuant to this DPA and Clause 5(h) of the Standard Contractual Clauses, You acknowledges and expressly agrees that: (a) Conga’s Affiliates may be retained as Sub-processors; and (b) Conga and Conga’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Service.
- 7.4.1 Liability.** Conga shall be liable for the acts and omissions of its Sub-processors to the same extent Conga would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.
- 7.4.2 List of Current Sub-processors and Notification of New Sub-processors.** A list of current Sub-processors for the Service is available at <https://getconga.com/privacy/#subprocessors> (“Sub-processor List”), the URL is updated from time to time and You agree to Conga’s use of the listed Sub-processors as of the date of this Agreement. Conga will notify You at the contact information provided in Attachment 1. Conga shall provide notification in accordance with Section 7.4.3, of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services. This notification process is Conga’s only responsibility for notifying You of a new Sub-processor(s).
- 7.4.3 New Sub-processors.** Conga will, at least, 15 days before appointing any new Sub-processor, inform You of the appointment (including the name and location of such Subprocessor and the activities it will perform) by sending an email to notifications to You in accordance with Section 7.4.2. You may object to Conga’s use of a new Sub-processor by notifying Conga promptly in writing within ten (10) business days after receipt of Conga’s notice. In the event You object to a new Sub-processor, as permitted in the preceding sentence, Conga will use reasonable efforts to make available to You a change in the Services or recommend a commercially reasonable change to Your configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening You. If Conga is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, You may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Conga without the use of the objected-to new Subprocessor by providing written notice to Conga. Conga will refund You any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on You. Conga shall have no other obligation beyond the refund of prepaid fees and this is Your sole and exclusive remedy, regarding a termination authorized by this Section.
- 7.4.4 Subprocessor Agreements.** The parties agree that the copies of the Subprocessor agreements that must be sent by Conga to You 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 Conga beforehand; and, that such copies will be provided by Conga only upon reasonable request by You.
- 7.5 Audits and Certifications.** The parties agree that the audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:

Upon Your request, and subject to the confidentiality obligations set forth in the Agreement, Conga shall make available to You that is not a competitor of Conga (or Your independent, third-party auditor that is not a competitor of Conga) information regarding Conga’s compliance with the obligations set forth in this DPA in the form of the certifications and audit reports for the Services, as described in the relevant Agreement. Examples of potentially relevant certifications and audit reports include: SOC 2, SOC 3; ISO 27001:2013; ISO 27018:2014, Binding Corporate Rules; APEC Cross Border Privacy Rules System; EU-U.S. and Swiss-U.S. Privacy Shields; industry codes of conduct or their successor frameworks. In absence of suitable certifications or audit reports, You shall reimburse Conga for any time expended for any such on-site audit at Conga’s then-current professional services rates, which shall be made available to You upon request. Before the commencement of any such on-site audit, You and Conga shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which You shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Conga. You shall promptly notify Conga with information regarding any non-compliance discovered during the course of an audit and all findings during the audit shall be considered confidential information between You and Conga.

**7.6 Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) shall be provided by Conga to You only upon Your request.

**7.7 Conflict.** In the event of any conflict or inconsistency between this DPA or the Agreement on the one hand and the Standard Contractual Clauses in Attachment 1 on the other hand, the Standard Contractual Clauses shall prevail.

**8. OTHER**

This DPA, and Your remedies arising from any breach by Conga or its Affiliates of this DPA are subject to the terms and conditions, including without limitation, disclaimers, and limits on liability, of the Agreement. This DPA automatically terminates upon termination or expiration of the Agreement.

**CUSTOMER**

Signature: \_\_\_\_\_

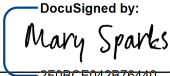
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**APPEXTREMES, LLC DBA CONGA**

Signature:  \_\_\_\_\_  
2F0BC042B76440...

Print Name: Mary Sparks

Title: Vice President, Privacy and Compliance

**ATTACHMENT 1**

**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. In addition, the following details will be used for any necessary notices required by the DPA:

Name of the data exporting organization: \_\_\_\_\_

Address: \_\_\_\_\_

Tel.: \_\_\_\_\_; e-mail: \_\_\_\_\_

Other information needed to identify the organization:

\_\_\_\_\_

(the data **exporter**)

And

Name of the data importing organization: **AppExtremes, LLC DBA Conga**

Address: 390 Interlocken Crescent, Suite 500, Broomfield, CO 80021

Tel.: + 1 303.465.1616; e-mail: congadpa@getconga.com

Other information needed to identify the organization: Address of Notice: P.O. 7839, Broomfield, CO 80021

(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 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 organizational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized 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 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 organizational 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, unauthorized 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 organizational 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 unauthorized access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized 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;
- (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 were 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 fulfill 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.

**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):

\_\_\_\_\_

**On behalf of the data importer:**

**AppExtremes LLC dba Conga**

Name (written out in full): Mary Sparks

Position: Vice President, Privacy and Compliance

Address: P.O. Box 7839, Broomfield, CO 80021

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

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

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased the conga services on the basis of one or more Order Form(s).

### **Data importer**

The data importer is (please specify briefly activities relevant to the transfer):

AppExtremes, LLC dba Conga is a provider of enterprise cloud computing solutions 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 Service, 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 Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporter's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's Users authorized by data exporter to use the Service

### **Categories of data**

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

Data exporter may submit Personal Data to the Service, 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 Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- professional life data
- personal life data
- connection data
- localization data
- contract data

### **Special categories of data (if appropriate)**

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

Data exporter may submit special categories of data to the Service, 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, trade-union membership, and the processing of data concerning health or sex life.

**Processing operations**

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

The objective of Processing of Personal Data by data importer is the performance of the Service pursuant to the Agreement.

**DATA EXPORTER**

Name: .....

Authorized Signature .....

**DATA IMPORTER: AppExtremes, LLC DBA Conga**

Name: Mary Sparks

Authorized Signature .....

DocuSigned by:  
*Mary Sparks*  
2F0BCE042B76440.....

## APPENDIX 2 TO THE DPA

This Appendix 2 forms part of the Clauses and/or the DPA and is incorporated into the Agreement.

### **Description of the technical and organizational security measures implemented by Conga:**

Conga will maintain administrative, physical, and technical safeguards for the protection, security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Security documentation applicable to the specific Conga Services purchased by data exporter, and accessible via <https://getconga.com/why-conga/security/> or otherwise made reasonably available by Conga. Conga will not materially decrease the overall security of the Services during a subscription term but may update technical and security measures from time to time.