**DATA PROCESSING ADDENDUM**

This Data Processing Addendum (“DPA”) forms part of the Master Subscription Agreement (including Order Forms) between Customer and SalesLoft or other written or electronic agreement between SalesLoft and Customer for the purchase of online services from SalesLoft (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Customer Data, including Personal Data, 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 THIS DPA APPLIES**

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the SalesLoft entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with SalesLoft or its Affiliate pursuant to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the SalesLoft entity that is party to such Order Form is party to this DPA.

If the Customer 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 the Customer entity who is a party to the Agreement execute this DPA.

If the Customer entity signing the DPA is not a party to an Order Form nor a Master Subscription Agreement directly with SalesLoft, but is instead a customer indirectly via an authorized reseller of SalesLoft services, this DPA is not valid and is not legally binding. Such entity should contact the authorized reseller to discuss whether any amendment to its agreement with that reseller may be required.

This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in the Agreement (including any existing data processing addendum to the Agreement).

**DATA PROCESSING TERMS**

In the course of providing the Services to Customer pursuant to the Agreement, SalesLoft may Process Personal Data on behalf of Customer and SalesLoft agrees to comply with the following provisions with respect to any Personal Data.

**1. DEFINITIONS**

“Customer” means the entity receiving services provided by SalesLoft.

“Customer Data” means electronic data and information submitted by or for Customer to the Services or collected and processed by or for Customer using the Services (including electronic data and information the Services may obtain from Non-SalesLoft Applications such as salesforce.com).

“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 the data protection laws and regulations of the European Union, the European Economic Area and their member states, and of the United Kingdom to the extent that it is not a member state, 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 such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where such data is submitted to the Services as Customer Data.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

“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.

“Security, Privacy and Architecture Documentation” means the Security, Privacy and Architecture Documentation applicable to the specific Services purchased by Customer, as updated from time to time, as made reasonably available by SalesLoft.

“SalesLoft” means SalesLoft, Inc., a company incorporated in Delaware.

“Standard Contractual Clauses” means the agreement executed by and between Customer and SalesLoft and attached hereto as Schedule 2 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.

“Sub-processor” means any Data Processor engaged by SalesLoft.

**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, Customer is the Data Controller, SalesLoft is a Data Processor and that SalesLoft will engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” 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 and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 SalesLoft’s Processing of Personal Data. Unless required otherwise by EU or EU member state law to which SalesLoft is subject (in which case SalesLoft shall inform Customer of that requirement before Processing, unless such law prohibits such information on important grounds of public interest), SalesLoft shall only Process Personal Data on behalf of and in accordance with Customer’s documented instructions and shall treat Personal Data as Confidential Information. Customer instructs SalesLoft to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. SalesLoft shall immediately inform Customer if in SalesLoft’s opinion an instruction infringes Data Protection Laws or Regulations, it being understood that SalesLoft has no obligation to research or monitor Data Protection Laws or Regulations for the purposes of this Section 2.3.

2.4 Scope, Purpose and Duration; Categories of Personal Data and Data Subjects. The subject-matter of Processing of Personal Data by SalesLoft is the performance of the Services pursuant to the Agreement. The duration of such Processing is set forth in the Agreement. The nature and the purposes of the Processing of Personal Data by SalesLoft, the types of Personal Data and categories of Data Subjects Processed under this DPA, are further specified in Schedule 1 (Details of the Processing) to this DPA.

**3. RIGHTS OF DATA SUBJECTS**

3.1 Correction, Blocking and Deletion. To the extent Customer, in its use of the Services, does not have the ability to locate, correct, amend, restrict, copy, block or delete Personal Data, as may be required by Data Protection Laws and Regulations, SalesLoft shall comply with any commercially reasonable request by Customer (including by appropriate technical and organizational measures) to assist such actions to the extent SalesLoft is legally permitted to do so. To the extent legally permitted, Customer shall be responsible for any costs arising from SalesLoft’s provision of such assistance.

3.2 Data Subject Requests. SalesLoft shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject to exercise his or her rights in respect of Personal Data. SalesLoft shall not respond to any such Data Subject request without Customer’s prior written consent except to confirm that the request relates to Customer. SalesLoft shall provide Customer with commercially reasonable cooperation and assistance in relation to handling of a Data Subject’s request for access to that person’s Personal Data, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use of the Services. If legally permitted, Customer shall be responsible for any costs arising from SalesLoft’s provision of such assistance.

**4. SALESLOFT PERSONNEL**

4.1 Confidentiality. SalesLoft 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. SalesLoft shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. SalesLoft shall take commercially reasonable steps to ensure the reliability of any SalesLoft personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. SalesLoft shall ensure that SalesLoft’s access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 Data Protection Officer. SalesLoft has appointed a data protection officer where such appointment is required by Data Protection Laws and Regulations. The appointed person may be reached at security@SalesLoft.com.

**5. SUB-PROCESSORS**

5.1 Appointment of Sub-processors. Customer expressly authorizes (a) SalesLoft to engage SalesLoft’s Affiliates as Sub-processors; and (b) SalesLoft and SalesLoft’s Affiliates respectively to engage third-party Sub-processors, in connection with the provision of the Services, provided that each Sub-processor shall be bound by substantively similar data protection obligations as set out in this DPA. Any such Sub-processors will be permitted to obtain Personal Data only to deliver the services Customer has retained SalesLoft to provide, and they are prohibited from using Personal Data for any other purpose.

5.2 Liability. SalesLoft shall be liable to Customer for the acts and omissions of its Sub-processors to the same extent SalesLoft would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

5.3 List of Current Sub-processors and Notification of New Sub-processors. For the purpose of the authorization in Section 5.1, SalesLoft shall make available to Customer a current list of Sub-processors for the respective Services with the identities of those Sub-processors (“Sub-processor List”). SalesLoft shall provide Customer with a mechanism to subscribe to updates to the relevant Sub-processor List, to which Customer shall subscribe, and SalesLoft shall provide such updates [at least 30 days] before any new Sub-processor(s) Process Personal Data in connection with the provision of the Services.

5.4 Objection Right for new Sub-processors. If Customer has a reasonable basis to object to SalesLoft’s use of a new Sub-processor, Customer shall notify SalesLoft in writing within 10 business days after receipt of SalesLoft’s notice in accordance with the mechanism set out in Section 5.3.

5.5 In the event Customer objects to a new Sub-processor(s) and that objection is not unreasonable, SalesLoft will use reasonable efforts to make available to Customer a change in the affected Services or recommend a commercially reasonable change to Customer’s configuration or use of the affected Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If SalesLoft is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Order Form(s) in respect only to those Services which cannot be provided by SalesLoft without the use of the objected-to new Sub-processor, by providing written notice to SalesLoft. Customer shall receive a refund of any prepaid fees for the period following the effective date of termination in respect of such terminated Services.

**6. SECURITY**

Controls for the Protection of Personal Data. SalesLoft shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data, as set forth in the Security, Privacy and Architecture Documentation. SalesLoft regularly monitors compliance with these safeguards. SalesLoft will not materially decrease the overall security of the Services during a subscription term.

**7. PERSONAL DATA BREACH MANAGEMENT AND NOTIFICATION**

SalesLoft maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation and shall, to the extent permitted by law, without undue delay notify Customer of any actual or reasonably suspected Personal Data Breach of Customer Data, by SalesLoft or its Sub-processors of which SalesLoft becomes aware. SalesLoft shall, taking into account the nature of the Processing and information available to it, assist Customer with its obligations to notify or communicate any Personal Data Breach to a data protection supervisory authority or to a Data Subject. To the extent such Personal Data Breach is caused by a violation of the requirements of this DPA by SalesLoft, SalesLoft shall make reasonable efforts to identify and remediate the cause of such Personal Data Breach.

**8. RETURN AND DELETION OF CUSTOMER DATA**

Customer hereby directs SalesLoft to return Customer Data to Customer and delete Customer Data upon request and in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation, unless EU or member state law requires storage of all or part of the Customer Data.

**9. TRANSFERS OF PERSONAL DATA**

9.1 Application of Standard Contractual Clauses. The Standard Contractual and the additional terms in this Section 9 will apply to the Processing of Personal Data by Data Importer solely in the course of providing Services, as follows:

9.1.1 The Standard Contractual Clauses apply only to Personal Data that is transferred in circumstances such that, absent the protections afforded by the Standard Contractual Clauses, such transfer and/or subsequent processing would contravene Data Protection Laws and Regulations.

9.1.2 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 Customer established within the European Economic Area and Switzerland which have signed Order Forms for the Services. For the purpose of the Standard Contractual Clauses and this Section 9, the aforementioned entities shall be deemed “Data Exporters”.

9.1.3 Where required by Data Protection Laws and Regulations, SalesLoft will execute Standard Contractual Clauses with a Data Exporter.

9.2 The parties agree that the copies of the Sub-processor agreements that must be sent by SalesLoft to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses (a) shall be treated as the Confidential Information of SalesLoft and in accordance with the Agreement, if any, and (b) may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by SalesLoft beforehand; and, that such copies will be provided by SalesLoft only upon reasonable request by Customer.

**10. AUDITS**

10.1 Audits and Certifications. The parties agree that Customer’s right to audit Processing of Customer Data by SalesLoft (including for purposes of the audits described in GDPR Art. 28(3)(h) and Clauses 5(f) and 12(2) of the Standard Contractual Clauses) shall be carried out in accordance with the following specifications:

Upon Customer’s request, and subject to the confidentiality obligations set forth in the Agreement, SalesLoft shall make available to Customer that is not a competitor of SalesLoft (or Customer’s independent, third-party auditor that is not a competitor of SalesLoft) information regarding SalesLoft’s compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Security, Privacy and Architecture Documentation to the extent SalesLoft makes them generally available to its customers. Customer may contact SalesLoft in accordance with the “Notices” Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse SalesLoft for any time expended for any such on-site audit at SalesLoft’s 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 SalesLoft 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 SalesLoft. Customer shall promptly notify SalesLoft with information regarding any non-compliance discovered during the course of an audit.

10.2 SalesLoft shall make available to Customer upon reasonable demand any other information necessary to demonstrate compliance with this DPA, provided that such information (a) shall be treated as the Confidential Information of SalesLoft and in accordance with the Agreement, if any, and (b) may have all commercial information, or information unrelated to compliance with this DPA, removed by SalesLoft beforehand; and, that such information will be provided by SalesLoft only upon reasonable request by Customer.

**10. LIMITATION OF LIABILITY**

Each party’s and its Affiliates’ liability arising out of or related to this DPA (whether in contract, tort or under any other theory of liability) is subject to the section ‘Limitation of Liability’ of the Agreement, and any reference in such section to the liability of a party means that party and its Affiliates in the aggregate.

**12. ADDITIONAL TERMS**

12. SalesLoft shall, taking into account the nature of the Processing and information available to it, reasonably assist Customer with its obligations to conduct a data protection impact assessment and consult with data protection supervisory authorities, at Customer’s sole cost.

12.1 Conflict. Notwithstanding any language in the Agreement to the contrary, in the event of any conflict or inconsistency (i) between the Agreement and this DPA, the latter shall prevail; (ii) between this DPA and the Standard Contractual Clauses in Schedule 2, the latter shall prevail.

**List of Schedules**

Schedule 1: Details of the Processing

Schedule 2: Standard Contractual Clauses

The parties' authorized signatories have duly executed this Agreement:

**CUSTOMER**

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

Customer Legal Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**SalesLoft, Inc.**

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

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

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

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

**SCHEDULE 1 - DETAILS OF THE PROCESSING**

**Nature and Purpose of Processing**

Sales Engagement Software as a Service

**Categories of Data Subjects**

Customer may submit and users may submit on behalf of Customer Personal Data to the Services, the extent of which is determined and controlled by Customer 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 Customer (who are natural persons)

● Employees or contact persons of Customer’s prospects, customers, business partners and vendors

● Employees, agents, advisors, freelancers of Customer (who are natural persons)

● Customer’s Users authorized by Customer to use the Services

**Categories of Personal Data**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer 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

● Localisation data

**SCHEDULE 2 - STANDARD CONTRACTUAL CLAUSES**

**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.: ; e-mail:

Other information needed to identify the organisation:

.....................................................................

(the data **exporter**)

And

Name of the data importing organisation: SalesLoft, Inc.

Address: 1180 West Peachtree St. NW, Suite 600, Atlanta, GA 30309

Tel.: + 1 770 756 8018 ; e-mail: support@SalesLoft.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 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 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 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 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;

(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 of 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.

**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 (SalesLoft, Inc.):**

Name (written out in full):

Position:

Address: 1180 West Peachtree St. NW, Suite 600, Atlanta, GA 30309

Signature..............................................

(stamp of organisation)

**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 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):

SalesLoft 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 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 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 Services

**Categories of data**

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

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 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

● Localisation 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 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, 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):

DATA EXPORTER

Name:...............................................................

Authorised Signature .......................................

DATA IMPORTER (SalesLoft, Inc.)

Name:

Authorised Signature .......................................

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

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

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the SCC Services, as described in the Security, Privacy and Architecture Documentation applicable to the specific SCC Services purchased by data exporter, and accessible via https://salesloft.com or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the SCC Services during a subscription term.

DATA EXPORTER

Name:...............................................................

Authorised Signature .......................................

DATA IMPORTER (SalesLoft, Inc.)

Name:...............................................................

Authorised Signature .......................................