



## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the Master Services Agreement, or other similar agreement pertaining to the Processing of Customer Personal Data, (the “**Agreement**”), between Apttus Corporation, on behalf of itself and its subsidiaries and affiliates, including AppExtremes, LLC, (“**Conga**”), and the Customer identified below (collectively the “**Parties**”). This DPA is incorporated into the Agreement by reference therein and neither replaces nor supersedes any pre-existing obligations of the Parties. Rather, it augments such obligations in the context of certain applicable laws and regulations pertaining to the handling and processing of Customer Personal Data, such as the California Consumer Privacy Act (“**CCPA**”), the UK General Data Protection Regulation (“**UK-GDPR**”), and the EU General Data Protection Regulation (“**GDPR**”).

When incorporated into the Agreement by reference, this DPA will become legally binding, effective as of the effective date of such Agreement (“**Effective Date**”). This DPA shall not become legally binding, unless and until Conga and Customer have executed a valid Agreement.

### **HOW THIS DPA APPLIES**

The terms of this DPA only apply to Customer and Conga as follows:

- A. If Data Protection Laws and Regulations, excluding CCPA, govern the Processing of Personal Data under the Agreement, then Sections 1 through 8, Attachment 1, Appendix 1, and Appendix 2 apply.
- B. If only CCPA governs the Processing of Personal Data under the Agreement, then only Section 8 and Attachment 2 apply.
- C. If all Data Protection Laws and Regulations, including CCPA, govern the Processing of Personal Data under the Agreement, the entire DPA applies.

### **1. DEFINITIONS**

“**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 CCPA, UK-GDPR, GDPR, laws and regulations of the European Union, the European Economic Area (“**EEA**”) and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data with the Services under the Agreement.

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

“**Personal Data**” means any information (i) of an identified or identifiable person and, (ii) of an identified or identifiable legal entity (where protected under applicable Data Protection Laws and Regulations), where such data is submitted to the Services or otherwise Processed in relation to the Services.

“**Process**,” “**Processes**,” “**Processing**,” “**Processed**” 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.

“**Services**” means any and all services that Conga performs under the Agreement.

“**Standard Contractual Clauses**” means the agreement, which may be executed by and between Customer 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 third party appointed by or on behalf of Conga to Process Personal Data in connection with the Services.



## 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 and Conga is a Data Processor.
- 2.2 Customer's Responsibilities.** Customer shall, in Customer's use of the Services, submit or make available Personal Data in accordance with the requirements of Data Protection Laws and Regulations, and Customer's instructions to Conga for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the initial accuracy, quality, and legality of Personal Data and the means by which Customer acquired the Personal Data.
- 2.3 Customer's Instructions.** Conga shall only Process Personal Data on behalf of, and in accordance with Data Protection Laws and Regulations, Customer's instructions, and shall treat Personal Data as confidential information. Customer instructs Conga to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable ordering documents ("**Order Forms**") and statements of work ("**Statements of Work**"), including to provide Customer the Services; (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). Conga will notify Customer upon becoming aware that Customer's instruction violates Data Protection Laws and Regulations, in Conga's reasonable judgment.

## 3. RIGHTS OF DATA SUBJECTS

- 3.1 Correction, Blocking, and Deletion.** To the extent Customer, in Customer's use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws and Regulations, Conga shall assist Customer in facilitating such actions to the extent Conga is legally permitted to do so.
- 3.2 Data Subject Requests.** Conga shall, to the extent legally permitted, promptly notify Customer if Conga 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 Customer's prior written consent, except to confirm that the request relates to Customer. Conga shall cooperate and assist Customer in responding to a Data Subject's request for access to their 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.

## 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 or are subject to confidentiality by applicable law. 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 under the Agreement.
- 4.3 EU Representative/Data Protection Officer.** If required by Data Protection Laws and Regulations, Conga will appoint an EU Representative, UK Representative, and/or Data Protection Officer, which may be contacted at [privacy@conga.com](mailto:privacy@conga.com). Further details can be found at <https://conga.com/privacy>. In the event Data Protection Laws and Regulations change as to the requirements of an EU Representative, UK Representative, and/or Data Protection Officer, the aforementioned URL will be updated, and the designated EU Representative, UK Representative, and/or Data Protection Officer will be as listed there.

## 5. SECURITY

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Conga shall implement appropriate technical and organizational measures designed to ensure a level of security appropriate to the risk, as further detailed in Appendix 2. Conga regularly monitors compliance with these safeguards. Conga may update these technical and organization measures from time to time, but will not materially decrease the overall security of the Services.

## 6. SECURITY BREACH MANAGEMENT AND NOTIFICATION

Conga maintains security incident management policies and procedures and shall, to the extent permitted by law, without undue delay and, in any event, within forty-eight (48) hours of becoming aware, notify Customer of any actual or reasonably suspected unauthorized access, use, modification, or disclosure of Personal Data (a "**Security Breach**").



Such notice will include all available details required under Data Protection Laws and Regulations for Customer to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Breach. Conga shall make all reasonable efforts to identify, and take all reasonable steps to remediate, the cause of such Security Breach.

## 7. ADDITIONAL TERMS

**7.1 Application of Standard Contractual Clauses.** The Standard Contractual Clauses in Attachment 1, as well as the additional terms in this Section 7, will apply to the Processing of Personal Data by Conga in the course of providing Services, as follows:

**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 EEA, Switzerland and/or the United Kingdom to outside the EEA, Switzerland and/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 (e.g. Binding Corporate Rules for Processors, etc.) recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data.

**7.1.2** Subject to Section 7.1.1, 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 of Customer established within the EEA, Switzerland and/or the United Kingdom that have purchased Services. For the purpose of the Standard Contractual Clauses and this Section 7, the aforementioned entities shall be deemed “Data Exporters”.

**7.2 Privacy Shield.** Despite the July 2020 invalidation of the Privacy Shield Program administered by the U.S. Department of Commerce by the Court of Justice of the European Union, to which Conga has self-certified, Conga will continue to maintain such certification, except as otherwise indicated at <https://conga.com/privacy> and/or <https://www.privacyshield.gov/list>.

**7.3 Objective and Duration.** The objective of Processing of Personal Data by Conga is the provision of the Services pursuant to the Agreement for the term of the Agreement.

**7.4 Subprocessors.** Pursuant to this DPA and Clause 5(h) of the Standard Contractual Clauses (if applicable), Customer acknowledges and expressly agrees that: (a) Conga’s affiliates may be retained as Subprocessors; and (b) Conga and Conga’s affiliates may engage Subprocessors in connection with the provision of the Services.

**7.4.1 Liability.** Conga shall be liable for the acts and omissions of its Subprocessors to the same extent Conga would be liable if performing the Services of each Subprocessor directly for Customer.

**7.4.2 List of Current Subprocessors and Notification of New Subprocessors.** A list of current Subprocessors for the Services is available at <https://conga.com/privacy/subprocessors> and may be updated from time to time. Customer agrees to Conga’s use of the listed Subprocessors as of the execution of this DPA, as well as Conga’s addition of new Subprocessors, subject to Section 7.4.3 below.

**7.4.3 New Subprocessors.** Prior to appointing any new Subprocessor, Conga will inform Customer of such appointment by sending an email to Customer and/or a notification via <https://conga.com/privacy/subprocessors>, if Customer has signed up for such notification. Customer may object to Conga’s use of a new Subprocessor by notifying Conga promptly, in writing, within fifteen (15) days of receipt of Conga’s notice. In the event Customer objects to a new Subprocessor, Conga will use reasonable **efforts** to make available to Customer a change in the Services, or recommend a commercially reasonable change to Customer’s configuration or use of the Services to avoid Processing of Personal Data by such Subprocessor. If Conga is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the the portion of the Services that cannot be performed without the use of the objectionable Subprocessor. Conga will refund Customer any pre-paid fees with respect to the terminated Services as of the effective date of termination. Conga shall have no penalty or liability with regard to Customer’s termination under this Section, beyond such refund of prepaid fees, which shall be Customer’s sole and exclusive remedy for termination under this Section.

**7.4.4 Subprocessor Agreements.** Conga, or a Conga affiliate, as applicable, has entered into a written agreement with each Subprocessor containing data protection obligations not less protective than those in this DPA, to the extent applicable to the nature of the services provided by such Subprocessor.



**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 and otherwise required by applicable Data Protection Laws and Regulations shall be carried out in accordance with the following specifications:

**7.5.1 Certifications and Audit Reports.** Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Conga shall make available to Customer (or Customer's third party independent auditor that is not a Conga competitor) information demonstrating Conga's compliance with the obligations set forth in this DPA in the form of certifications and audit reports for the Services.

**7.5.2 Additional Audit.** In the event Customer does not find the certifications and audit reports suitable, Conga will make its applicable premises and personnel available to Customer (or its third party independent auditor that is not a Conga competitor) for audit upon request and at Customer's cost. Before the commencement of any such audit, Customer and Conga 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 Conga.

**7.5.3 Third Party Involvement.** In the event Customer conducts an audit through a third party independent auditor that is not a Conga competitor, or such a third party accompanies Customer or participates in such audit, such third party shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Agreement to protect Conga's and Conga's customers' confidential and proprietary information. For the avoidance of doubt, government authorities and regulators shall not be required to enter into a non-disclosure agreement.

**7.5.4 Notification of Necessary Changes.** Upon Conga's request, after conducting an audit, Customer shall notify Conga of the manner in which Conga does not comply with any of the applicable security, confidentiality or privacy obligations or Data Protection Laws and Regulations, which shall be considered confidential information. Upon such notice, Conga shall make any necessary changes to ensure compliance with such obligations, at its own expense and without unreasonable delay, and shall notify Customer when such changes are complete. Notwithstanding anything to the contrary in the Agreement, Customer may conduct a follow-up audit within six (6) months of Conga's notice of completion of any necessary changes.

**7.6 Return and Deletion of Personal Data.** Where applicable based on the Services, Conga will return and certify the deletion of Personal Data in accordance with the Agreement and applicable law. Customer is responsible for the correction, amendment, blocking or deleting of Personal Data within its control within the Services. Conga will provide reasonable assistance to Customer in the correcting, amendment, blocking or deleting of Personal Data in the Services.

**7.7 Privacy Impact Assessment and Prior Consultation.** Taking into account the nature of the Services and the information available to Conga, Conga will assist Customer in complying with Customer's obligations with respect to data protection impact assessments and prior consultation pursuant to Articles 35 and 36 of the GDPR.

## **8. OTHER**

**8.1** This DPA and liability or remedies arising herefrom are subject to any and all limitations on liability and disclaimers of types of damages in the Agreement to the maximum extent permitted by applicable law.

**8.2** This DPA automatically terminates upon termination or expiration of the Agreement.

**8.3** Subject to applicability in accordance with Section 7.1, in the event of any conflict or inconsistency between this DPA and/or the Agreement, and the Standard Contractual Clauses in Attachment 1, the Standard Contractual Clauses shall prevail.

**8.4** This DPA will replace and supersede any clickthrough, or otherwise referenced, data processing agreements of similar nature entered into between the Parties, where applicable, as of the Effective Date.



**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: The Customer identified in the Agreement and/or Order Form

Address: Customer's address, as identified in the Agreement and/or Order Form

Tel. and e-mail: Customer's telephone number and email address, as identified in the Agreement and/or Order Form

Other information needed to identify the organization:

N/A

(the data **exporter**)

And

Name of the data importing organization: **Apttus Corporation**

Address: 13699 Via Varra Broomfield, CO 80020 U.S.A.

Tel.: + 1 303.465.1616; e-mail: [congadpa@conga.com](mailto:congadpa@conga.com)

Other information needed to identify the organization:

Address of Notice is 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 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 or by operation of law, in which case the data subject can enforce its rights against such entity.

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





#### *Clause 7*

##### ***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### *Clause 8*

##### ***Cooperation with supervisory authorities***

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

#### *Clause 9*

##### ***Governing Law***

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

#### *Clause 10*

##### ***Variation of the contract***

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

#### *Clause 11*

##### ***Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the



entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

#### *Clause 12*

##### ***Obligation after the termination of personal data processing services***

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



## **APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix 1 forms part of the Clauses.

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 of Customer established within the European Economic Area (EEA), Switzerland, and/or United Kingdom that have purchased Conga Services.

### **Data Importer**

The Data Importer is (please specify briefly activities relevant to the transfer):

Apttus Corporation is a provider of enterprise cloud computing solutions, which Process Personal Data upon the instruction of the Data Exporter in accordance with the terms of the Agreement and the DPA.

### **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 solely 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 solely 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 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, or 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 Services pursuant to the Agreement.



## APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix 2 forms part of the Clauses and must be completed and signed by the parties.

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

Conga will maintain administrative, physical, and technical safeguards for the protection, security, confidentiality and integrity of Processed Personal Data, as described in the DPA and Agreement. Conga will not materially decrease the overall security of the Services, but may update technical and security measures from time to time.



## ATTACHMENT 2

### California Consumer Privacy Act

Words and phrases defined in the CCPA shall have the same meaning in this Attachment and all other terms shall have the meaning in the DPA or Agreement, as applicable. In the event of a conflict between the terms of this Attachment and the DPA or Agreement, this Attachment will control but all other terms in the Agreement will otherwise remain in full force.

#### 1. Definitions:

- (a) “CCPA” means the California Consumer Privacy Act of 2018, (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations provided by the California Attorney General, as may be amended from time to time.
- (b) “Contracted Business Purposes” means the Services and as otherwise described in the Agreement for which Conga receives or accesses personal information from Customer.

#### 2. Conga's CCPA Obligations:

- (a) Conga will only collect, use, retain, or disclose personal information for the Contracted Business Purposes for which Customer provides or permits personal information access.
- (b) Conga will not collect, use, retain, disclose, sell, or otherwise make personal information available in a way that does not comply with the CCPA. If a law requires Conga to disclose personal information for a purpose unrelated to the Contracted Business Purpose, Conga must first inform the Customer of the legal requirement and give the Customer an opportunity to object or challenge the requirement, unless applicable law prohibits such notice.
- (c) To the extent commercially reasonable, Conga will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the Contracted Business Purposes or another compatible operational purpose.
- (d) Conga must promptly comply with any Customer request or instruction requiring Conga to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing. If Customer is able to amend, transfer, or delete the personal information itself and chooses Conga's assistance, Customer agrees to pay reasonable fees for such assistance at a rate mutually agreed in advance between the Parties.
- (e) If the Contracted Business Purposes require the collection of personal information from individuals on Customer's behalf, Conga will always provide a CCPA-compliant notice addressing use and collection methods.
- (f) If the CCPA permits, Conga may aggregate, deidentify, or anonymize personal information, so it no longer meets the personal information definition, and may use such aggregated, deidentified, or anonymized data for its own research and development purposes. Conga will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

#### 3. Assistance with CCPA Obligations:

- (a) Conga will reasonably cooperate and assist Customer in responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of Conga's processing and the information available Conga.
- (b) A party must notify the other party promptly if it receives any complaint, notice, or communication that directly or indirectly relates to either party's compliance with the CCPA. Specifically, Conga must notify the Customer within five (5) working days if it receives a verifiable consumer request under the CCPA.

#### 4. Subcontracting:

- (a) Conga may use subcontractors to provide the Contracted Business Services. Conga cannot make any disclosures to its subcontractor that the CCPA would treat as a sale and Conga shall ensure appropriate terms no less protective than those in this Attachment are entered into between Conga and the subcontractor.
- (b) Conga remains fully liable for each subcontractor's performance to the same extent if Conga were performing itself.





- (c) Upon Customer's written request, Conga will provide Customer with information and reports demonstrating Conga's compliance with the obligations in this Attachment.

**5. Certifications:**

- (a) Both Parties will comply with all applicable requirements of the CCPA when collecting, using, retaining, or disclosing personal information.
- (b) Conga certifies that it understands this Attachment's and the CCPA's restrictions and prohibitions on selling personal information and retaining, using, or disclosing personal information outside of the Parties' business relationship, and Conga will comply with them.