

## **Calendly LLC**

### **GDPR Data Processing Addendum**

This GDPR Data Processing Addendum, including the Standard Contractual Clauses referenced herein ("DPA"), is dated November 26, 2019 and amends and supplements any existing and currently valid service agreement (the "Agreement") either previously or concurrently made between you (together with subsidiary(ies) and affiliated entities, collectively, "Customer") and Calendly LLC (together with subsidiary(ies) and affiliated entities, collectively "Processor") and sets forth other terms that apply to the extent any information you provide to Processor pursuant to the Agreement includes Personal Data (as defined below).

1. Defined Terms. Terms used but not defined in this DPA, such as "personal data breach", "processing", "controller", "processor" and "data subject", will have the same meaning as set forth in Article 4 of the GDPR. In addition, the following definitions are used in the Addendum:
  - a. "EU Data Protection Laws" means all laws and regulations of the European Union, the European Economic Area, their member states, Switzerland and the United Kingdom, applicable to the processing of Personal Data under the Agreement, including (where applicable) the GDPR.
  - b. "GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).
  - c. "Personal Data" means any information relating to an identified or identifiable natural person located in the European Economic Area, Switzerland and United Kingdom. An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
  - d. "Standard Contractual Clauses" means the model clauses for the transfer of personal data to processors established in third countries approved by the European Commission, the approved version of which is set out in the European Commission's Decision 2010/87/EU of 5 February 2010 and at <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>, which clauses are incorporated herein by this reference.
2. Effective Date. This DPA is effective on the later of (a) the start of enforcement of the GDPR or (b) the date Processor begins to process Personal Data on behalf of Customer.
3. Data Processing Description. Exhibit A to this DPA describes the data exporter, data importer, data subjects, data categories, special data categories (if appropriate), the processing operations and the technical and organizational measures implemented by Processor to protect the Personal Data. For the purposes of the Standard Contractual

Clauses, (a) Customer is the data exporter, and Customer's execution of this DPA shall be treated as Customer's execution of the Standard Contractual Clauses and appendices in this DPA; and (b) Processor is the data importer, and Processor's execution of this DPA shall be treated as Processor's execution of the Standard Contractual Clauses and appendices in this DPA.

4. GDPR Contractual Terms. Pursuant to Articles 28, 32 and 33 of the GDPR:

- a. Customer grants a general authorization to Processor to appoint its affiliates as sub-processors and a specific authorization to Processor and its affiliates to appoint as sub-processors the companies and in respect of the sub-processing activities set out in Exhibit B attached hereto, which list may be updated from time to time. Please email us at security@calendly.com at any time to request a list of our sub-processors and/or to subscribe to our sub-processor email updates. [Article 28(2)]
- b. Processor shall [Article 28(3)]:
  - i. process the Personal Data only on documented instructions from Customer unless required to do so by European Union or Member State law to which Processor is subject; in such a case, Processor shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
  - ii. ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
  - iii. take all applicable and appropriate measures required of processors pursuant to Article 32 of the GDPR.
  - iv. taking into account the nature of the processing, assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights set forth in Chapter III of the GDPR. Processor may charge a fee (based on Processor's reasonable costs) for responding to data subject requests under this Section 4(b)(iv).
  - v. assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Processor.
  - vi. at the direction of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless European Union or Member State or United States law requires storage of the Personal Data; provided, however, that Processor may retain Personal Data for the length of any applicable statutes of limitations for the purposes of bringing or defending claims. Processor may charge a fee (based on Processor's reasonable costs) for any data deletion under this Section 4(b)(vi).
  - vii. make available to Customer all information necessary to demonstrate compliance with the obligations set forth in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer and immediately inform Customer if, in its opinion, an instruction infringes the GDPR or other European

Union or Member State data protection provisions. Processor may charge a fee (based on Processor's reasonable costs) for any audits under this Section 4(b)(vii).

- c. Where Processor engages another processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under European Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. [Article 28(4)]
- d. 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, Customer and Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. [Article 32(1)]
- e. In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed. [Article 32(2)]
- f. Customer and Processor shall take steps to ensure that any natural person acting under the authority of Customer or Processor who has access to Personal Data does not process them except on instructions from Customer, unless he or she is required to do so by European Union or Member State law (or, in the case of Processor, United States law). [Article 32(4)]
- g. Processor shall notify Customer without undue delay after becoming aware of a Personal Data breach. [Article 33(2)] Such notice will, at a minimum, (A) describe the nature of the Personal Data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (B) communicate the name and contact details of the data protection officer or other contact where more information can be obtained; (C) describe the likely consequences of the personal data breach; and (D) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. [Article 33(3)] Processor's notification or response under this Section 4(g) shall not be construed as an acknowledgement by Processor of any fault or liability with respect to such Personal Data breach.

5. International Transfers. [Article 46]

- a. Customer acknowledges and agrees that Processor is located in the United States and that Customer's provision of Personal Data to Processor for processing is a transfer of Personal Data to the United States.
- b. All transfers of Customer Personal Data out of the European Economic Area, Switzerland and the United Kingdom to countries that do not ensure an adequate level of data protection within the meaning of applicable data protection laws shall be governed by the Standard Contractual Clauses. The Standard Contractual Clauses, and Appendices 1 and 2 to the Standard Contractual Clauses set out in Exhibit A to this Addendum, are incorporated in this DPA by this reference solely as required with respect to Personal

Data. Execution of this DPA by both parties includes execution of the Standard Contractual Clauses with respect to the processing of Personal Data.

6. Processing by Controller. Customer represents and warrants that the Personal Data provided to Processor for processing under the Agreement and this DPA is collected and/or validly obtained by Customer in compliance with all applicable laws and regulations, including without limitation the EU Data Protection Laws, including without limitation Chapter II of the GDPR.
7. Limitation of Liability. Each party's liability arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability contained in the Agreement. For the avoidance of doubt, each reference herein to the "DPA" means this DPA including its exhibits and appendices.
8. Modification. To the extent that it is determined by any data protection authority that the Agreement or this DPA is insufficient to comply with the applicable EU Data Protection Laws, or to the extent required otherwise by any changes in the applicable data protection laws, Customer and Processor agree to cooperate in good faith to amend the Agreement or this DPA or enter into further mutually agreeable data processing agreements in an effort to comply with any EU Data Protection Laws applicable to the Processor and Customer.
9. General. This DPA is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall prevail solely to the extent that the subject matter concerns the processing of Personal Data. This DPA does not confer any third-party beneficiary rights, is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. This DPA only applies to the extent Processor processes Personal Data on behalf of Customer. Except as required under the GDPR, this DPA and any action related thereto shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any conflicts of laws principles. Except for disputes subject to arbitration as described in the Agreement, which provisions are incorporated herein by this reference, the parties consent to the personal jurisdiction of, and venue in, the courts of Atlanta, Georgia. This DPA together with the Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matter.

IN WITNESS WHEREOF, Customer and Processor have caused this DPA to be executed by their respective, duly authorized officers or representatives.

Processor: Calendly LLC

Customer: Rico Drescher

By: *Tope Awotona*

By: 

Name: Tope Awotona

Name: Rico Drescher

Title: CEO

Title: Inhaber

Date: 12/02/2019

Date: 01/28/2020

If you would like to be subscribe to Calendly's subprocessor email updates, please enter in your information below:

If you would like to be subscribe to Calendly's subprocessor email updates, please enter in your information below:

Please provide your Data Protection Officer representative's information (if applicable):

Name: Rico Drescher

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

Email: rico.drescher@tecis.de

Email: \_\_\_\_\_

**X** I consent to be added to Calendly's subprocessor email update list.

I believe this individual should be added to Calendly's subprocessor email update list. I consent and am authorized to add this person to the subprocessor email update list.

**Data Processing Addendum**  
**Exhibit A: Appendices to Standard Contractual Clauses**

**Appendix 1 to the Standard Contractual Clauses**  
**This Appendix forms part of the Standard Contractual 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 Customer, a user of services provided by Processor, the entity that has executed an Agreement and assented to the Standard Contractual Clauses as a data exporter.

**Data importer**

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

Calendly LLC, a global provider of a platform that facilitates scheduling of appointments and processes 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 Calendly LLC, 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: the data exporter's representatives and end-users including employees, contractors, business partners, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer Personal Data to users of the services provided by Calendly LLC.

**Categories of data**

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

Data exporter may submit Personal Data to Calendly LLC, 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: (a) First and last name; (b) Title; (c) Position; (d) Employer; (e) Contact information (company, email, phone, physical business address); (f) Connection data; (g) Localisation data; and (h) other data in an electronic form used by Customer in the context of the services.

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

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

None

**Processing operations**

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

The objective of the processing of personal data by data importer is the performance of the contractual services related to the Agreement with the data exporter. The processes may include collection, storage, retrieval, consultation, use, erasure or destruction, disclosure by transmission, dissemination or otherwise making available data exporter's data as necessary to provide the services in accordance with the data exporter's instructions, including related internal purposes (such as quality control, troubleshooting, product development, etc.).

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

This Appendix forms part of the Standard Contractual Clauses.

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):

Processor will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal data transferred to Processor as described in the Agreement and in Processor's privacy policy which is available at <https://calendly.com/pages/privacy>.



**Data Processing Addendum**  
**Exhibit B: Processor Sub-Processors**  
*Current as of: November 26, 2019*

Sub-processor name	Permitted sub-processor activities	Location
Airbrake	Developer Tool	California, USA
Amazon Web Services	Infrastructure	Washington, USA
APIHub, Inc. (dba "Clearbit")	Data Enrichment	California, USA
Braze	External Communication	New York, USA
CloudFlare	Infrastructure	California, USA
FullStory	Analytics	Georgia, USA
Google	Analytics, Internal Collaboration	California, USA
Heap	Analytics	California, USA
Intercom	External Communication	California, USA
Looker	Analytics	California, USA
Mode Analytics, Inc.	Analytics	California, USA
NewRelic	Monitoring	California, USA
Papertrail	Developer Tool	Washington, USA
Profitwell (200 OK, LLC)	Analytics, Accounting	Massachusetts, USA
Salesforce	Infrastructure, CRM, Product Integration	California, USA
Salesloft, Inc.	Sales-related communication and outreach	Georgia, USA
Segment	Infrastructure	California, USA
StellaService	External Communication	New York, USA
Stitch	Infrastructure	Pennsylvania, USA
Stripe	Billing	California, USA
Twilio	External Communication	California, USA
Zendesk	External Communication	California, USA

This list may be updated from time to time. Please view our terms of service at <http://calendly.com/pages/terms> for more information or email [security@calendly.com](mailto:security@calendly.com).

# Signature Certificate



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Rico Drescher

Party ID: Z3XHUDJBB23FDDZAZGWD3

IP Address: 109.41.128.54

VERIFIED EMAIL: rico.drescher@tecis.de

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

5dba5a69f818fa0579e1b6b0ead07c9befd4f890



## Timestamp

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2020-01-28 01:56:48 -0800

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2020-01-28 01:54:44 -0800

## Audit

All parties have signed document. Signed copies sent to: Cailey Ryckman and Rico Drescher.

Document signed by Rico Drescher (rico.drescher@tecis.de) with drawn signature. - 109.41.128.54

Rico Drescher verified email address 'rico.drescher@tecis.de'. - 109.41.128.54

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Online Form viewed by Rico Drescher (rico.drescher@tecis.de). - 109.41.128.54



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