

## Netlify Data Processing Agreement

This Data Protection Addendum ("DPA") forms part of the Principal Agreement entered into between: Netlify, Inc. ("Netlify") and \_\_\_\_\_ "Customer".

By signing this DPA, Customer enters into this DPA acting on its own behalf and, to the extent required under Applicable Data Protection Laws, as agent for each Customer Affiliate.

In consideration of the mutual obligations set out herein with respect to the Processing and security of Personal Data under the Principal Agreement, the parties hereby agree that the terms and conditions set out below shall be added as a DPA to the Principal Agreement.

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement.

In the event of a conflict between the terms and conditions of this DPA and the Principal Agreement with respect to the Processing and security of Personal Data, the terms and conditions of this DPA shall govern and control. In the event of a conflict between the terms of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail.

This DPA includes 2 parts:

- 1) the main body of the DPA, including Schedule 1 (details of the Processing), Schedule 2 (list of Processor's Sub-processors) and Schedule 3 (Processor's technical and organisational security measures).
- 2) Exhibit 1 - "Standard Contractual Clauses", including Appendix 1 (exporter's details of the transfer) and Appendix 2 (importer's technical and organisational security measures).

To execute this DPA, Customer must complete the following steps:

- a. Complete the "Customer" information on this page and page 7 and sign;
- b. Complete the "data exporter" information page 18 and sign;
- c. Complete the "data exporter" information on page 20 (Appendix 1), and sign on page 20;
- d. Please sign page 21 (Appendix 2);
- e. Email the completed and signed DPA to [privacy@netlify.com](mailto:privacy@netlify.com).

This DPA has been pre-signed on behalf of Netlify. The Standard Contractual Clauses in Annex 2 (including Appendix 1 thereto) and the Security Measures in Annex 3 have been pre-signed by Netlify as the data importer.

Upon receipt of the validly completed DPA by Netlify at this email address, this DPA will become legally binding.

The parties agree as follows:

**1. Definitions**

- 1.1 **“Applicable Data Protection Laws”** means all laws and regulations, including laws and regulations of the European Union and the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Principle Agreement;
- 1.2 **“Affiliate”** means any entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party to this DPA, where control is defined as the direct or indirect ownership or control of more than 50% of the voting interests of the entity;
- 1.3 **“Controller”** means the entity that alone or jointly with others, determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA only, the term Controller shall include Controller Affiliates;
- 1.4 **“Customer”** means the entity identified as such as a signatory to this DPA, and identified as “Customer” or “User” in the Principal Agreement. For the purposes of this DPA only, the term “Customer” shall include Customer Affiliates;
- 1.5 **“Customer Personal Data”** means any Personal Data Processed by Netlify on behalf of a Customer pursuant to or in connection with the Principal Agreement;
- 1.6 **“Data Subject”** means the identified or identifiable natural person to whom Personal Data relates;
- 1.7 **“Delete”** means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed;
- 1.8 **“EU Data Protection Laws”** means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.9 **“GDPR”** means EU General Data Protection Regulation 2016/679;
- 1.10 **“Personal Data”** means any information relating to an identified or identifiable natural person (“Data Subject”) and shall have the same meaning as in the GDPR;
- 1.11 **“Principal Agreement”** means Netlify’s Terms of Service Agreement, SaaS Services Agreement, Order Form or any other written or electronic agreement for the purchase of services from Netlify (identified as “Services” in the applicable agreement or order form), which Customer has signed up for and agreed to, including Netlify’s Privacy Policy;
- 1.12 **“Processor”** means the entity, including its Affiliates which Processes Personal Data on behalf of the Controller;
- 1.13 **“Services”** means the services and other activities to be supplied to or carried out by or on behalf of Netlify for Customer pursuant to the Principal Agreement;
- 1.14 **”Standard Contractual Clauses”** means the contractual clauses pursuant to the European Commission’s decision (C(2010)593) 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. set out in Exhibit 1;

- 1.15 "Sub-processor" means any Processor engaged by or on behalf of Netlity or any Netlity Affiliate to Process Personal Data on behalf of Customer pursuant to the Principal Agreement;
- 1.16 The terms, "Commission", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR.

## 2. Processing of Customer Personal Data

### 2.1 Roles of the Parties.

The parties acknowledge and agree that with respect to the Processing of Personal Data, Customer is the Controller and Netlify is the Processor.

### 2.2 Netlify shall:

- 2.2.1 comply with all Applicable Data Protection Laws in the Processing of Customer Personal Data; and
- 2.2.2 process the Personal Data only on documented instructions from the Controller, unless Processing is required by applicable laws to which Netlify is subject, in which case Netlify shall to the extent permitted by applicable laws inform the Controller of that legal requirement before the relevant Processing of that Personal Data;
- 2.2.3 as soon as reasonably practicable upon becoming aware, inform Customer if, in Netlify's opinion, an instruction from Customer infringes the GDPR or other Applicable Data Protection Laws;
- 2.2.4 take steps to ensure that any natural person acting under the authority of Netlify who has access to Personal Data does not process them except on instructions from the Customer, unless he or she is required to do so by Union or Member State law;
- 2.2.5 take reasonable steps to ensure that access to Customer Personal Data is limited to authorized personnel who need to know or have access the relevant Customer Personal Data as necessary to perform the Services pursuant to the Principal Agreement, ensuring that all such individuals are informed of the confidential nature of Personal Data and have committed themselves to confidentiality.

### 2.3 Customer:

- 2.3.1 shall comply with all Applicable Data Protection Laws in the Processing of Customer Personal Data; and
- 2.3.2 warrants and represents that
  - 2.3.2.1 it has a valid lawful basis or bases under Applicable Data Protection Laws for its processing of Personal Data; and
  - 2.3.2.2 that it has the sole responsibility for the accuracy and legality of Personal Data, and the means by which it acquired such Personal Data; and
  - 2.3.2.3 that it has the right to transfer or provide access to Personal Data to Netlify as reasonably necessary for the provision of the Services under the Principal Agreement;

2.3.5 instructs Netlify to:

3.2.1.1 Process Customer Personal Data; and

3.2.1.2 in particular, transfer Customer Personal Data to any country or territory,

as reasonably necessary for the provision of Services pursuant to the Principal Agreement; and

2.3.4 warrants and represents that its instructions to Netlify for the Processing of Personal Data comply with Applicable Data Protection Laws.

### **3. Details of the Processing**

3.1 Schedule 1 to this DPA sets out the duration, nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed as required by the GDPR. The subject-matter of Processing of Personal Data by Netlify is the performance of Services pursuant to the Principal Agreement;

3.2 Customer may make reasonable amendments to Schedule 1 by written notice to Netlify from time to time as Customer reasonably considers necessary to meet its requirements. Nothing in Schedule 1 (including as amended pursuant to this section 3.2.) confers any right or imposes any obligation on any party to this DPA.

### **4. Security**

4.1 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, Netlify shall in relation to Customer Personal Data maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of Customer Personal Data, including protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data transmitted, stored or otherwise in Netlify's possession or under its control. Such measures include the measures specified in Appendix 2 below.

### **5. Subprocessing**

5.1 Netlify utilizes the authorized Sub-processors set forth in Schedule 2.

5.2 Netlify shall by email inform the Customer of any changes concerning the addition or replacement of sub-processors, at least ten (10) business days prior such change(s), thereby giving the Customer the opportunity to object to such changes. Customer may object in writing to Netlify's intended change concerning Netlify's Sub-processors within five (5) business days of such notice.

5.3 If it is not possible for Netlify and Customer to resolve the issue within a reasonable time despite both parties' good faith efforts, notwithstanding anything in the Principal Agreement, Customer may suspend or terminate the Principal Agreement to the extent that it relates to the Services which require the use of the proposed Sub-processor.

5.4 Netlify will enter into a written agreement with each Sub-processor containing terms which

offer at least the same level of protection for Customer Personal Data as those set out in this DPA, imposing in particular that each Sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR.

- 5.5 Netlify shall remain fully liable to Customer for the performance of its Sub-processor's obligations to the same extent Netlify would be liable if performing the Services directly under the terms of this DPA.

## **6. Data Subject Rights**

- 6.1 Taking into account the nature of the Processing, Netlify shall assist Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligations to respond to requests to exercise Data Subject rights under the Applicable Data Protection Laws.

- 6.2 Netlify shall, to the extent permitted by applicable laws to which Netlify is subject,

6.2.1 promptly notify Customer if Netlify receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, right to erasure ("right to be forgotten"), right to restriction of processing, right to dataportability, right to object to the Processing of Data Subject's Personal Data for direct marketing purposes, right to object to Processing based on GDPR article 6 (1) (e) or (f), or the Data Subject's right not to be subject to a decision based solely on automated processing; and

6.2.2 ensure that Netlify does not respond to that request except on the documented instructions of Customer or the relevant Customer Affiliate or as required by applicable laws to which Netlify is subject, in which case Netlify shall to the extent permitted by applicable laws inform Customer of that legal requirement before Netlify responds to the request.

## **7. Personal Data Breach**

- 7.1 Taking into account the nature of processing and the information available to Netlify, Netlify shall,

7.1.1 notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet its obligations under Applicable Data Protection Laws to report or inform Data Subjects or a Supervisory Authority of the Personal Data Breach.

7.1.2 co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## **8. Data Protection Impact Assessment and Prior Consultation**

To the extent required under the GDPR, Netlify shall provide reasonable assistance to each Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of Customer under the GDPR or equivalent provisions of any other Data Protection Law. In each case, the reasonable assistance provided by

Netlify, shall be solely in relation to Processing of Customer Personal Data pursuant to the Principal Agreement and taking into account the nature of the Processing and the information available to Netlify.

**9. Deletion or return of Customer Personal Data**

9.1 At Customer's request or following the termination or expiration of the Principal Agreement, Netlify shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data.

**10. Audit rights**

10.1 To the extent required by the GDPR, with reasonable notice, Netlify shall make available to Customer on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by Customer or an auditor mandated by Customer in relation to the Processing of Customer Personal Data by Netlify. Customer must conduct its audits during normal business hours and take every reasonable precaution to avoid any unnecessary disruption to Netlify's operations.

**11. Transfer mechanisms for data transfers**

11.1 To provide appropriate safeguards, the following transfer mechanisms shall apply under this DPA to any transfers of Personal Data to countries which do not ensure an adequate level of data protection within the meaning of the Applicable Data Protection Laws:

11.1.1 Standard Contractual Clauses, set forth in Exhibit 1.

**12 Data Protection Officer**

12.1 Netlify has appointed a data protection officer (DPO) who may be reached at [privacy@netlify.com](mailto:privacy@netlify.com)

12.2 Customer will provide Netlify with contact information for its DPO or similar person authorized to respond to inquiries regarding Processing of Customer Personal Data.

**13. General Terms**

**Governing law and jurisdiction**

13.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

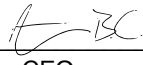
13.1.1 the parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this DPA,

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.

Customer

Signature \_\_\_\_\_ Name \_\_\_\_\_  
Title \_\_\_\_\_ Date Signed \_\_\_\_\_

Netlify

Signature  \_\_\_\_\_ Name Mathias Billmann Christensen  
Title CEO \_\_\_\_\_ Date Signed 05/24/2018

## **SCHEDULE 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA**

This Schedule 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) of the GDPR.

### **Subject matter and duration of the Processing of Customer Personal Data**

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Principal Agreement and this DPA.

### **The nature and purpose of the Processing of Customer Personal Data**

The personal data comprises: in relation to visitors of the Customer's online properties identification data, professional life data, personal life data, connection data, or localization data (including IP addresses). Customer, its online visitors and/or other partners may also upload content to Customer's online properties.

### **The types of Customer Personal Data to be Processed**

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

### **The categories of Data Subject to whom the Customer Personal Data relates**

Customer may submit Personal Data to the Services, 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



**SCHEDULE 2: NETLIFY AUTHORIZED SUB-PROCESSORS**

Google Cloud  
AWS  
MailChimp  
Dropbox  
Slack  
Segment  
Clearbit  
Scalyr  
Intercom  
SalesForce  
Zuora  
Braintree

**SCHEDULE 3: Description of the technical and organisational measures implemented by Netlify**

In processing Personal Data, Netlify represents and warrants that it has implemented and will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Netlify Services, as described in security documentation at <http://netlify.com/security> or otherwise made reasonably available by Netlify. Netlify will not materially decrease the overall security of the Services during the term of the Principal Agreement.

**EXHIBIT 1: 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. ....; fax ....; e-mail: .....

Other information needed to identify the organisation

.....

(the data **exporter**)

And

Name of the data importing organisation: Netlify, Inc .....

Address: 2325 3rd Street, Suite 215, San Francisco, 94107 CA .....

Tel. 844-576-0857 ....; fax .....; e-mail: privacy@netlify.com .....

Other information needed to identify the organisation

.....

(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.

**Background**

The data exporter has entered into a data processing addendum (“DPA”) with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer’s execution of, and compliance with, the terms of these Clauses.

**Clause 1**

**Definitions**

For the purposes of the Clauses:

(a) 'personal 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; [If these Clauses are governed by a law which extends the protection of data protection laws to corporate persons, the words “except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of "personal data" is expanded to include those data” are added.]

(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; [If these Clauses are not governed by the law of a Member State, the words "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" are deleted.]

(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 are specified in Appendix 1 which form 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) 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;
- (g) 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;

- (n) 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
- (i) 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.

**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.....

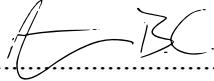
**On behalf of the data importer:**

Name (written out in full): .. Mathias Billmann Christensen .....

Position: .. CEO .....

Address: .. 2325 3rd Street, Suite 215, San Francisco, 94107 CA .....

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

Signature.....  .....

## 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):

The (i) legal entity that has created an account with Netlify, Inc. (“Netlify”) for provision of the Service, and executed the Clauses as a data exporter and, (ii) all affiliates of such entity established within the EEA, which have purchased Services from Netlify or its Affiliates.

#### **Data importer**

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

Netlify, which processes Personal Data upon the instruction of the data exporter in accordance with the terms of the Principal Agreement between the data exporter and Netlify.

#### **Data subjects**

The Personal Data transferred concern the following categories of Data Subjects:

The data exporter may submit Personal Data to Netlify and its Affiliates which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospective customers, customers, resellers, referrers, business partners, and vendors of the data exporter (who are natural persons);
- Employees or contact persons of the data exporter’s prospective customers, customers, resellers, referrers, subcontractors, business partners, and vendors (who are natural persons);
- Employees, agents, advisors, and freelancers of the data exporter (who are natural persons); and/or
- Natural persons authorized by the data exporter to use the services provided by Netlify, Inc. to the data exporter.

**Categories of data**

The Personal Data transferred concern the following categories of data:

The data exporter may submit Personal Data to Netlify, Inc. and its Affiliates which may include, but is not limited to, the following categories of Personal Data: Names, titles, position, employer, contact information (email, phone, fax, physical address etc.), identification data, profession life data, personal life data, connection data, or localization data (including IP addresses).

**Processing operations**

The Personal Data transferred will be subject to the following basic processing activities: The objective of the processing of Personal Data by Netlify is to provide the Service, pursuant to the Principal Agreement.

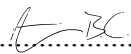
**DATA EXPORTER**

Name:.....

Authorised Signature .....

**DATA IMPORTER**

Name: Mathias Biilmann Christensen

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):

In processing Personal Data, the Data importer represents and warrants that it has implemented and will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Netlify Services, as described in security documentation at <http://netlify.com/security> or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the Services during the term of the Principal Agreement.