



ClickSoftware Client General Data Protection Regulation Addendum

This ClickSoftware Client General Data Protection Regulation Addendum (“*Addendum*”) applies to each agreement between ClickSoftware (or any ClickSoftware Affiliate) and Client (or any Client Affiliate) under which ClickSoftware (or any ClickSoftware Affiliate) Processes Personal Data for a cloud-based Service currently branded as “ClickSoftware” as part of performing under that agreement (“*Agreement*”). This Addendum, including its appendices, forms part of the Agreement.

Term

Addendum Expiration Date:	Coterminous with the Agreement
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SECTION 1 Purpose

This Addendum modifies and supplements the terms and conditions in the Agreement as they relate to ClickSoftware’s Processing of Personal Data and compliance with Data Protection Law. Notwithstanding anything to the contrary in the Agreement, if there is a conflict between this Addendum and the Agreement, this Addendum will control. This Addendum will be attached to and incorporated into the Agreement.

SECTION 2 Definitions

Capitalized terms used but not defined herein have the meanings given in the Agreement.

“*Affiliate*” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “*Control*,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“*ClickSoftware Group*” means ClickSoftware and its Affiliates engaged in the Processing of Personal Data.

“*Client*” means the customer of ClickSoftware and/or its Affiliates that has entered into an Agreement or into an order form for a Service branded as “ClickSoftware”, either for its own behalf or as a reseller on behalf of an End Customer.

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

“*Data Protection Law*” means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, relating to data security, data protection and/or privacy, including 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 processing of personal data and the free movement of that data (“*GDPR*”), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted, applicable to the Processing of Personal Data under the Agreement.



“End Customer” means, where Client is a reseller of a Service branded as ClickSoftware, such Client’s customer which has entered into an agreement with Client for the use of such Services.

“Personal Data” means any information relating to an identified or identifiable natural person (*“Data Subject”*) where such data is Client Data.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, whether transmitted, stored, or otherwise Processed, excluding any such incidents caused by Client or Client’s end users.

“Processing” means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. *“Process”* and *“Processed”* will have a corresponding meaning.

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

“Sub-processor” means any Processor engaged by ClickSoftware or a member of the ClickSoftware Group.

SECTION 3 GDPR requirements

- (1) Without limiting ClickSoftware’s obligation to comply with the GDPR, ClickSoftware, in its capacity as a Processor or Sub-processor of Personal Data under the Agreement, will
 - (i) Process Personal Data only on documented instructions from Client (including those conveyed on behalf of an End Customer, if applicable), including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law to which Clicksoftware is subject. In such case, Clicksoftware will inform Client 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) maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as described in the ClickSoftware information security documentation available at <https://www.salesforce.com/company/legal/clicksoftware/>,
 - (iv) taking into account the nature of the Processing, assist Client and/or End Customer, if applicable, by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Client’s obligation to respond to Data Subjects’ requests to exercise the rights set forth in Data Protection Law (including Chapter III of the GDPR),
 - (v) reasonably assist Client in ensuring compliance with applicable obligations required by Data Protection Law (including Articles 32 to 36 of the GDPR), taking into account the nature of Processing and the information available to ClickSoftware,
 - (vi) promptly delete or return all the Personal Data to Client and/or End Customer, if applicable, after the end of the provision of Services relating to Processing, and delete existing copies unless Data Protection Law requires storage of Personal Data,

- (vii) without limiting any of Client's existing audit rights under the Agreement (if any), make available to Client all information reasonably necessary to demonstrate compliance with Data Protection Law (including the obligations set forth in Article 28 of the GDPR) and, if required by Data Protection Law, allow for and contribute to audits at a reasonable frequency, including inspections, conducted by Client or another auditor mandated by Client, provided that (i) each party shall bear its own costs in connection with an audit (not to exceed one (1) business day in length) up to one (1) audit per contractual year and (ii) for any further audits during the same contractual year, Client shall bear the costs and (iii) each party shall always bear its own costs in relation to audits initiated by a competent supervisory authority and (iv) any audit or inspection shall not include penetration testing, unless mutually agreed to in writing by the parties, and
 - (viii) The subject matter of the Processing, including the Processing operations carried out by ClickSoftware on behalf of Client and Client's Processing instructions for ClickSoftware, will be described in an Order Form or other written agreement signed by the parties' authorized representatives, which forms an integral part of the Agreement.
- (2) Client instructs ClickSoftware to notify Client and/or End Customer, if applicable, without undue delay upon becoming aware of a Personal Data Breach.
- (3) Where Client faces an actual or potential claim arising out of or related to violation of any Data Protection Law (e.g., Article 82 of the GDPR) concerning the Services, ClickSoftware will promptly provide all materials and information reasonably requested by Client that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
- (4) ClickSoftware will process Personal Data in accordance with Data Protection Law applicable to ClickSoftware's provision of the Services to clients generally (i.e., without regard for Client's or an End Customer's particular use of the Services), when the Services are used in accordance with the Agreement.
- (5) To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by ClickSoftware, the terms of the Amendment to ClickSoftware Client General Data Protection Regulation Addendum ("**SCC Amendment**"), available at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/no-index/clicksoftware-sccs-amendment-to-gdpr-addendum.pdf, are hereby incorporated by reference and shall apply. For the purposes of the SCC Amendment, Client is the data exporter and Client's execution of an order form for a Service branded as "ClickSoftware", either on its own behalf or as a reseller on behalf of an End Customer, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

SECTION 4 Sub-Processors

4.1. Client acknowledges and agrees that (a) ClickSoftware's Affiliates may be retained as sub-processors; and (b) ClickSoftware and ClickSoftware's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. ClickSoftware or a ClickSoftware Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement, to the extent applicable to the nature of the services provided by such Sub-processor.

4.2 List of Current Sub-processors and Notification of New Sub-processors. ClickSoftware shall make available to Client, in Appendix 1 of this Addendum, the current list of Sub-processors for the Services.



ClickSoftware shall provide Client with an e-mail notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

4.3 Objection Right for New Sub-processors. Client may object to ClickSoftware's use of a new Sub-processor by notifying ClickSoftware promptly in writing within ten (10) business days after receipt of ClickSoftware's notice in accordance with the mechanism set out in Section 4.2. In the event Client objects to a new Sub-processor, as permitted in the preceding sentence, ClickSoftware will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Client. If ClickSoftware is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may terminate the applicable Services with respect only to those Services which cannot be provided by ClickSoftware without the use of the objected-to new Sub-processor by providing written notice to ClickSoftware.

4.4 Liability. ClickSoftware shall be liable for the acts and omissions of its Sub-processors to the same extent ClickSoftware would be liable if performing the services of each Sub-processor directly under the terms of this Addendum, except as otherwise set forth in the Agreement.

Appendix 1
List of Sub-Processors

Entity Name	Entity Type	Entity Countries
Amazon Web Services (AWS)	Third Party Service Provider	Australia Canada Germany Ireland United Kingdom United States
MongoDB	Third Party Service Provider	Australia Canada Germany United Kingdom United States
Twilio	Third Party Service Provider	Australia Germany United States