⩶ ZUORA

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") consists of three parts: main body, Exhibit 1 (data processing overview), and Exhibit 2 (GDPR, Swiss DPA and UK GDPR requirements) and forms a part of the Master Subscription Agreement, order form, or other agreement ("**MSA**") between Zuora and Customer (collectively, the "**Parties**"). It reflects the Parties' agreement with respect to the Processing of Customer Personal Data. All capitalized terms used herein, but not otherwise defined, shall have the meaning defined in the MSA. Except as modified below, the terms of the MSA shall remain in full force and effect.

HOW TO EXECUTE

1. Please complete the table below and sign page 4 ("**Signature Page**"). Except if expressly provided otherwise in the MSA, this DPA will become legally binding upon receipt by Zuora of the validly completed table and executed Signature Page ("**DPA Effective Date**").
2. For the avoidance of doubt, executing this DPA shall be deemed to constitute acceptance of the applicable Standard Contractual Clauses (as defined in Exhibit 2). Where Customer wishes to separately execute Standard Contractual Clauses, Customer should contact Zuora Privacy, who will provide a copy of the applicable Standard Contractual Clauses in an executable format.
3. Send this signed DPA to privacy@zuora.com.

Customer Name	
Postal Address (street, city, state, country, postal code)	
Privacy/Security Alias (e.g., privacy@yourcompany.com)	
MSA Date (please list date MSA is signed or "contemporaneous")	

1. **Definitions.** (a) "**Agreement**" means the MSA and DPA; (b) "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., its implementing regulations, as each is as amended or superseded and any successors; (c) "**Customer Personal Data**" means that portion of Customer Data that includes personal data, personal information, or the equivalent as defined under Privacy Laws, and Financial Account Data; (d) "**Data Subject Personal Information**" means any Customer Personal Data relating to any identified or identifiable natural person or consumer ("**Data Subject**"); (e) "**Data Subject Access Request**" means a request by a Data Subject to exercise a right of access, rectification, restriction of Processing, erasure (right to be forgotten), data portability, objection to Processing or such other rights as granted under Privacy Laws; (f) "**DPA Effective Date**" shall have the meaning set forth on page 1 of this DPA; (g) "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data; (h) "**Privacy Laws**" means all laws and regulations regarding data privacy and transmission of Customer Personal Data that apply to Zuora's provision of the Services, including, as applicable, the CCPA, GDPR, Swiss DPA, UK GDPR; (i) "**Process**" or "**Processing**" means any operation or set of operations performed on Customer Personal Data; (j) "**Processor**" means the entity which Processes Customer Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA; (k) "**Restricted Transfer**" means: (1) where the GDPR applies, a transfer of Customer Personal Data to a country outside the European Economic Arena that is not subject to an adequacy determination, (2) where

UK GDPR applies, a transfer of Customer Personal Data from the United Kingdom to any other country that is not subject to an adequacy determination or (3) where Swiss DPA applies, a transfer of Customer Personal Data to a country outside Switzerland that is not subject to an adequacy determination; (l) "**Security Addendum**" means the technical and organizational measures that Zuora will utilize when providing the Services and can be accessed here; (m) "**Swiss DPA**" shall have the meaning set forth in Exhibit 2; (n) "**Subprocessor**" means any Processor engaged by Zuora to Process Customer Personal Data; (o) "**Third-Party Auditor**" means a third-party independent entity or individual that is not a competitor of Zuora and is selected by Customer to perform an On-Site Audit (as defined in section 7); and (p) "**UK GDPR**" shall have the meaning set forth in Exhibit 2.

2. **Customer Personal Data.** Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and how such data is acquired. Zuora shall treat Customer Personal Data as Confidential Information and shall Process Customer Personal Data on Customer's behalf in accordance with the Customer's documented instructions as reflected in the Agreement. Zuora will comply with its obligations under Privacy Laws applicable to the Services provided to the Customer under the MSA. The subject-matter, types of Customer Personal Data, along with the duration, nature, and purpose of the Processing as well as the type and categories of the Data Subjects are specified in Exhibit 1.

3. **Zuora personnel.** Zuora will ensure that its personnel have committed themselves to maintaining the confidentiality of Customer Personal Data and/or compliance with an appropriate statutory obligation to maintain the confidentiality of data. Zuora will take commercially reasonable steps to ensure the reliability of its personnel engaged in the Processing of Customer Personal Data and provide relevant training. Zuora will limit access to Customer Personal Data to only those personnel required to perform the Services.

4. **Subprocessors.**   Customer provides general written authorization for Zuora's use of the Subprocessors, which includes Zuora's Affiliates and third parties, to assist Zuora in providing the Services and Processing Customer Personal Data. In exchange, Zuora will ensure that each Subprocessor: (a) agrees to act only on Zuora's instructions when processing Customer Personal Data, which shall be consistent with Customer's instructions to Zuora; and (b) agrees, in writing, to protect Customer Personal Data to a standard consistent with Zuora's obligations herein and in the Security Addendum.   Zuora shall be liable for the acts and omissions of its Affiliates and Subprocessors to the same extent it would be liable if it was performing the activity directly. A list of current Subprocessors and Affiliates can be found here and is acknowledged by the Customer as of the DPA Effective Date. This list may be updated from time to time using Normal Communication Channels ("**Notice**"), which includes information updates within the Zuora online community. Zuora shall provide at least thirty (30) days advance Notice and a reasonable opportunity to object prior to permitting any Subprocessor to access Customer Personal Data through Normal Communication Channels, which will include the Customer's e-mail address(es) listed on page 1 of this DPA.

5. **Security.** Zuora shall maintain appropriate technical and organizational measures to maintain the security, confidentiality, and integrity of Customer Personal Data as set forth in the Security Addendum. Zuora regularly monitors compliance with these measures and will ensure that it maintains a level of security for the Services that is appropriate to the risk of Processing and will not decrease its security at any time that Customer Personal Data is in Zuora's possession or control.

6. **Security Documentation**. Zuora has obtained third party certifications (as more fully described in the Security Addendum) and undergoes regular audits thereof. Upon Customer's written request at reasonable intervals, Zuora will make available to the Customer or its Third-Party Auditor a copy of its security documentation which will include a summary of its recent external audit report and relevant certifications. Security documentation may be shared with Customer's competent supervisory

authority. Customer acknowledges that the security documentation is the Confidential Information of Zuora and/or its Subprocessors.

7. **On-Site Audit**. Customer may contact Zuora to request an on-site audit of the Processing activities covered by this DPA ("**On-Site Audit**"). An On-Site Audit may be conducted by Customer either itself or through a Third-Party Auditor selected by Customer when: (a) the information made available to Customer by Zuora under section 6 of this DPA is not sufficient; (b) Customer received a notice of a Personal Data Breach; (c) if required under Privacy Law; or (d) upon request of a competent supervisory authority. Customer agrees that any On-Site Audit conducted will be reasonable, requested in good faith, and proportional to the Services provided (taking into account the nature and complexity thereof). An On-Site Audit may occur up to one-time (1x) per year upon Customer providing Zuora with at least thirty (30) days advance written notice. If an emergency (such as the occurrence of a Personal Data Breach) justifies a shorter notice period, Zuora will use good faith efforts to accommodate an On-Site Audit request made on shorter notice. All On-Site Audits will be scheduled by Zuora to take place during its normal business hours and for a reasonable duration. At no time may an On-Site Audit interfere with Zuora's day-to-day operations. Before an On-Site Audit commences, Customer and Zuora shall mutually agree upon the scope, timing, and duration of the On-Site Audit and the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by or on behalf of Zuora. Customer agrees to promptly provide Zuora with information regarding any non-compliance discovered during an On-Site Audit. An On-Site Audit may be conducted through a Third-Party Auditor if: (a) prior to the On-Site Audit, the Third-Party Auditor enters into a non-disclosure agreement with Zuora that contains confidentiality provisions that no less protective of Zuora's information than those set forth in the Agreement; and (b) all Third-Party Auditor costs are at Customer's expense. Should Customer seek to conduct an On-Site audit or inspection of a non-Affiliate Subprocessor, Zuora will use commercially reasonable efforts to facilitate such a request.

8. **Data Subject Access Request.** Zuora shall, to the extent permitted under applicable law, promptly notify Customer of a Data Subject Access Request. Zuora shall assist Customer with responding to a Data Subject Access Request by providing appropriate technical, administrative, and/or organizational measures within the Services, insofar as possible. To the extent Customer, in its use of the Services, does not have the ability to respond to a request, Zuora will use commercially reasonable efforts to assist Customer in responding thereto upon Customer's reasonable request.

9. **Government Access Request.** If a law enforcement agency or regulatory authority demands access to Data Subject Personal Data, Zuora will attempt to redirect the requestor to make this request directly to the Customer. As part of this effort, Zuora may provide Customer's contact information directly to the requestor. Customer shall bear the responsibility for responding to all such requests. If compelled to disclose Data Subject Personal Data, Zuora will provide Customer with prompt and reasonable notice of the demand to the extent Zuora is legally permitted to do so. If Zuora is required to respond to a request and may not notify Customer, Zuora will review the adequacy of the request and take reasonable measures to challenge the terms. Zuora will also promptly notify Customer of its actions and/or provide it with a copy of the request unless legally prohibited from doing so. For the avoidance of doubt, nothing in the Agreement requires Zuora to pursue an action or inaction that could result in civil or criminal penalty for Zuora, such as contempt of court.

10. **Return and Deletion of Customer Personal Data.** For thirty (30) days after the termination of the Services, Customer may export or delete Customer Personal Data from the Services in its discretion and in accordance with MSA, request an export of the Financial Account Data. Following such period, Zuora will delete all Customer Personal Data remaining in its possession or control within a reasonable time-period unless otherwise agreed by the Parties.

11. **Personal Data Breach.** Zuora maintains industry standard security incident management policies and procedures appropriate for the Services and Customer Personal Data Processed therein. Zuora shall notify Customer without undue delay (but no longer than forty-eight (48) hours) upon the occurrence of a Personal Data Breach. When providing notice, Zuora will provide Customer with information, if available, about the Personal Data Breach and otherwise comply with its obligations under Privacy Laws. Zuora shall make reasonable efforts to identify the cause of such Personal Data Breach and take such reasonable steps to remediate. The Parties agree that notice under this section is not an admission of fault or liability for Personal Data Breach by the notifying Party.

12. **GDPR, Swiss DPA, and UK GDPR.** To the extent Zuora engages in a Restricted Transfer (as defined in Exhibit 2) under the GDPR, Swiss DPA or UK GDPR, it will comply with requirements set forth in Exhibit 2.

13. **California Specific Provisions.** If applicable to the Services provided, the parties agree that Zuora is a Service Provider (as defined under the CCPA). Customer will disclose Customer Personal Data to Zuora solely for a valid business purpose and to perform the Services. Zuora is prohibited from: (a) selling or sharing Customer Personal Data; (b) retaining, using, or disclosing Customer Personal Data for a commercial purpose other than providing the Services; or (c) retaining, using, or disclosing Customer Personal Data for purposes outside of complying with its obligations under the Agreement.

14. **Duration.** This DPA will remain enforce for so long as Zuora Processes Customer Personal Data on behalf of the Customer.

15. **Instructions.** The Agreement is Customer's complete and final documented instructions at the time of signature of the Amendment to Zuora for the Processing of Customer Personal Data. Any additional or alternate instructions must be consistent with the terms of the Agreement.

Customer: _____   Zuora, Inc.

By: _____   *Evan Henschel*

Printed Name: _____   Evan Henschel

Title: _____   Vice President, Deputy General Counsel

Exhibit 1 to the DPA

A. LIST OF PARTIES

Data exporter: Customer

Address and Contact Details: as set forth on page 1.
Activities relevant to the data transferred under these Clauses: Services specified herein
Role: controller

Data importer: Zuora, Inc.

Address and Contact Details: as set forth in the Agreement, privacy@zuora.com
Activities relevant to the data transferred under these Clauses: Services specified herein
Role: processor

B. DESCRIPTION OF TRANSFER

1. **Data subjects**

   a. Past and present employees of the Customer;

   b. Past and present partners of the Customer, and their employees, partners, advisors, consultants, suppliers, contractors, subcontractors and agents; and

   c. Past and present customers of the Customer, and their employees, partners, advisors, consultants, suppliers, contractors, subcontractors and agents.

2. **Categories of data**

   a. Contact details (including at least name, address, e-mail address, phone and fax contact details and associated local time zone information) for Customer and its User(s);

   b. IT systems information (including at least user ID and password, computer name, domain name, IP address, and software usage pattern tracking information);

   c. User(s) or data subject's e-mail content and transmission data which is available on an incidental basis for the provision of information technology consultancy, support and Services (incidental access may include accessing the content of e-mail communications and data relating to the sending, routing and delivery of e-mails); and

   d. For each customer, User or partner of Customer, financial details for at least one method of payment (e.g., credit card number, bank details, data required for other payment methods).

3. **Special categories of data:** Not applicable

4. **Frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis)**

   Ad hoc. Zuora may remotely access Customer Personal Data when providing the Services on a one-off basis upon request by Customer, such as to provide support for using Services.

5. **Nature of the processing**

   Zuora will use and otherwise process Customer Personal Data as described in the Agreement (a) to provide the Services to the Customer in accordance with Customer's documented instructions under the Agreement; and (b) for business operations incident to providing the Services to the Customer.

6. **Purpose(s) of the data transfer and further processing**

For purposes hereof:

- "*to provide*" the Services consist of the following actions: (1) delivering functional capabilities as licensed, configured, and used by Customer and its Users, including providing personalized user experiences; (2) troubleshooting (preventing, detecting, and repairing problems); and (3) ongoing improvement (installing the latest updates and making improvements to user productivity, reliability, efficacy, quality, and security).

- "*business operations*" consists of the following, each as incident to delivery of the Services to Customer: (1) billing and account management; (2) internal reporting; (3) combatting fraud, cybercrime, or cyber-attacks that may affect the Services; (4) improving the core functionality of accessibility, privacy or efficiency of Services; and (5) compliance with legal obligations as stated herein. When processing for these business operations, Zuora will apply principles of data minimization and will not use or otherwise process Customer Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, or (c) any other purpose, other than for the purposes set out in the Agreement.

7. **The period for which personal data will be retained, or, if that is not possible, the criteria used to determine that period**

Customer Personal Data will be retained for the Agreement term. Customer has the ability to rectify, erase or restrict the Processing of Customer Personal Data via the functionalities of the Services. If Customer is unable to use the functionalities, Zuora will rectify, erase or restrict the Processing of Customer Personal Data as instructed by Customer.

Subprocessor Transfers

As per this DPA, Subprocessors will process Customer Personal Data as necessary to perform the Services. Identities of the Subprocessors used for the provision of the Services and their country of location are made available by Zuora through its [website](). Please contact privacy@zuora.com for additional information.

Exhibit 2 to the DPA

(GDPR, Swiss DPA, and UK GDPR Requirements)

1. **Definitions.** In addition to the defined terms in the Agreement, the following definitions shall apply to this Exhibit 2: (a) "**Adequate Country**" means any country within the European Economic Area ("**EEA**") or such other country recognized by the European Commission on the basis of Article 45 of the GDPR; (b) "**Controller**" means the entity which determines the purposes and means of the Processing of Customer Personal Data; (c) "**Standard Contractual Clauses**" means, collectively, (i) the contractual clauses annexed to the *European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countrie*s pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, a copy of which is accessible here: https://eurlex.europa.eu/eli/dec_impl/2021/914/oj and any successor clauses issued from time to time and officially published ("**EU SCCs**") and (ii) where UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR, available here, https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf and any successor clauses issued from time to time and officially published ("**UK SCCs**"); (d) "**Swiss DPA**" means the *Swiss Federal Data Protection Act of 19 June 1992* and *Swiss Federal Ordinance to the Federal Act on Data Protection of 14 June 1993*, including all subsequent amendments or revisions; and (e) "**UK GDPR**" means the UK General Data Protection Regulation (as incorporated into UK law under the European Union (Withdrawal) Act 2018), and the UK Data Protection Act 2018, both as amended by the *Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations.*

2. **EEA Provisions.**

   a. Customer is a "Controller" and Zuora is a "Processor" (as such terms are defined under applicable Privacy Laws). Customer agrees that it shall use Customer Personal Data in accordance with Privacy Laws, including complying with any applicable requirement to provide notice to data subjects of the Customer's use of Zuora as Processor. Customer agrees that its instructions for the Processing of Customer Personal Data will comply with Privacy Laws.

   b. Zuora will process Customer Personal Data in accordance with Article 28 of the GDPR and upon Customer's documented instructions. Zuora shall inform the Customer if, in its opinion, an instruction infringes upon the GDPR. Zuora shall maintain a record of its Processing activities in relation to Customer Personal Data. Upon Customer's request, Zuora provide Customer with information necessary to demonstrate its compliance with the DPA and the GDPR. Zuora will provide Customer will reasonable assistance with carrying out a data protection impact assessment under Article 35 of the GDPR.

   c. To enable the Parties to meet their respective obligations under the GDPR, Zuora and Customer agree to incorporate by reference the Standard Contractual Clauses to govern the transfer of Customer Personal Data. The Parties agree that **Module 2** (Controller to Processor) will apply if Customer is a controller of Customer Personal Data and **Module 3** (Processor to Processor) will apply where both Customer and Zuora are processors of Customer Personal Data. For each applicable module the following is agreed: (i) **Clause 7**, the optional docking clause, will not apply; (ii) **Clause 8.1(a)**, the instructions by Customer to process Customer Personal Data include onward transfers to a third party outside of an Adequate Country for the purpose of performing the Services; (iii) pursuant to **Clauses 8.5** and **16(d)**, upon termination of the Services, Customer Personal Data will be destroyed in accordance with the MSA and Zuora will provide a certification of deletion upon request; (iv) **Clause 8.6(a)**, Customer is solely responsible for determining as to whether the technical and organization measures instituted by Zuora meet Customer's requirements (taking into account the state of the art, costs of implementation, and the nature, scope, context and purposes of the Processing of Customer Personal Data); (v) personal data breach, as described in **Clause 8.6(c)**, and audit, as described in **Clause 8.9**, shall be handled as set forth in sections 11 and 7 of this DPA; (vi) **Clause 9, Option 2** will apply, the time period for

prior notice of Subprocessor changes shall be thirty (30) days or as otherwise set out in the MSA (whichever is longer) and Zuora will make available the current list of Subprocessors through Normal Communication Channels; (vii) **Clause 11**, the optional language will not apply; (viii) **Clause 12,** Zuora's liability shall be limited to any damage caused by its processing where Zuora has not complied with its obligations under the GDPR specifically directed to Processors or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 28 *provided that*, no Party may limit its liability with respect to any data subject's rights under the GDPR; (ix) for purposes of **Clause 13**, the "competent supervisory authority" is the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland; (x) any reference to "competent supervisory authority" and "competent courts" shall be replaced with the respective choice of law set out in the MSA and if none, shall be the laws and courts of Ireland; and (xi) **Annex I** of the EU SCCs shall be deemed completed with the information set out in the Data Categories and Processing Activities. **Annex II** of the EU SCCs shall be deemed complete with the information set out in the Security Addendum. **Annex III** shall be deemed completed with the Notice of Subprocessors.

3. **Local Laws.** As of the execution of this DPA, Zuora has no reason to believe that the laws and practices in any country of destination applicable to its processing of Customer Personal Data, including any requirements to disclose Customer Personal Data or measures authorizing access by a government agency or a supervisory authority, prevent Zuora from fulfilling its obligations under the Agreement (including this Amendment). If Zuora reasonably believes that any existing or future enacted or enforceable law in the country of destination applicable to its processing of Customer Personal Data ("**Local Laws**") prevent it from fulfilling its obligations, it shall promptly notify Customer. In such a case, Zuora shall use reasonable efforts to make available to the affected Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to facilitate compliance with the Local Laws without unreasonably burdening Customer.

4. **Swiss DPA.** Where Customer is established in Switzerland or falls within the territorial scope of application of the Swiss DPA, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority. With respect to the transfer Customer Personal Data subject to the Swiss DPA, the Parties agree that the EU SCCs shall be applied as follows: (a) any reference to GDPR, including any specific articles, shall be interpreted as the Swiss DPA; (b) any reference to EU, Union or Member State shall be replaced with Switzerland; (c) **Clause 13(a)** and **Annex I** shall not be used; (d) any reference to "competent supervisory authority" and "competent courts" shall be replaced with references to the Swiss Federal Data Protection Information Commissioner and courts of Switzerland; (e) **Clause 17** shall state the laws of Switzerland; and (f) **Cause 18** shall be replaced with: "Any dispute arising from these Clauses shall be resolved by the competent courts of Switzerland. The parties agree to submit themselves to the jurisdiction of such courts."

5. **UK GDPR.** Where Customer is established in the UK or falls within the territorial scope of application of the UK GDPR, the Parties agree that Section 2 of Exhibit 2 shall be applied with the following modifications: (a) any reference to GDPR, including any specific articles, shall be interpreted as the UK GDPR; (b) any reference to EU, Union or Member State shall be replaced with the United Kingdom; (c) **Clause 13(a)** and **Annex I** shall not be used; (d) **Clause 17** shall state the laws of the United Kingdom; and (e) **Cause 18** shall be replaced with: "Any dispute arising from these Clauses shall be resolved by the competent courts of the United Kingdom. The parties agree to submit themselves to the jurisdiction of such courts." By entering into this DPA, the Parties agree to comply with UK GDPR and the UK SCCs as applicable to the Services provided.

6. **Replacement Standard Contractual Clauses.** Should the Standard Contractual Clauses be replaced or modified, Zuora and Customer will work in good faith to execute such terms as required to meet their respective obligations under the GDPR, Swiss DPA or UK GDPR.