



## AMENDMENT TO DATA PROCESSING AGREEMENT

The entity as set out in the table below (“**Customer**”) entered into a Master Subscription Agreement (“**MSA**”) and a Data Processing Addendum and/or data processing terms (collectively, the “**DPA**”; and jointly with the MSA, the “**Agreement**”) either by way of signature or by acceptance of an order form with Zuora, Inc. (“**Zuora**”). Customer and Zuora are together referred to as the “**Parties**”. In consideration of the mutual obligations set out below, the Parties wish to amend the terms of the DPA as set out in this “**Amendment**”. Except as modified below, the terms of the Agreement shall remain in full force and effect.

### WHO SHOULD EXECUTE THIS AMENDMENT

Customers who executed a DPA prior to June 2021 and wish to amend that DPA to reflect new requirements under Privacy Law. In the alternative, Customer may execute Zuora’s Customer Data Processing Agreement located on Zuora’s [Legal Resources](#) webpage.

### HOW TO EXECUTE

1. Please complete the table below and sign page 3 (“**Signature Page**”). Except if expressly provided otherwise in the MSA, this Amendment will become legally binding upon receipt by Zuora of the validly completed table and executed Signature Page (“**Effective Date**”).
2. For the avoidance of doubt, executing this Amendment shall be deemed to constitute acceptance of the Standard Contractual Clauses as of the Effective Date. 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 Amendment to [privacy@zuora.com](mailto:privacy@zuora.com).

<b>Customer Name</b>	
<b>Postal Address</b> (street, city, state, country, postal code)	
<b>Privacy/Security Alias</b> (e.g., <a href="#">privacy@yourcompany.com</a> )	
<b>MSA Date</b> (Please list date MSA is signed or “contemporaneous”)	

1. **Definitions.** In addition to the defined terms in the Agreement, the following definitions shall apply to this Amendment: (a) “**Customer Personal Data**” means that portion of Customer Data that includes personal data or personal information or their equivalent as they are defined under Privacy Laws and Financial Account Data; (b) “**Standard Contractual Clauses**” means (i) where the GDPR applies, module 2 of 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 countries* 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](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 the 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 by the UK (“**UK SCCs**”); (c) “**Subprocessor**” means an entity engaged by Zuora for the provision of the Services; a list of Subprocessors who

may Process Customer Personal Data is included with Annex III to Exhibit 1; (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 Data Protection Laws**” 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* including all subsequent amendments or revisions.

- 2. EU SCCs.** 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 EU SCC module the following applies for each of the listed Clauses: (a) **Clause 7**, the optional docking clause, will not apply; (b) **Clause 8.1(a)**, the instructions by Customer to process Customer Personal Data include onward transfers to a third party outside of European Union for the purpose of performing the Services; (c) pursuant to **Clauses 8.5 and 16(d)**, upon termination of the Services, Customer Personal Data will be destroyed in accordance with the Agreement terms and Zuora will provide a certification of deletion upon request; (d) **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; (e) **Clause 8.6(c)**, personal data breaches, and the audit described in **Clause 8.9**, each shall be handled as set forth in the Agreement; (f) **Clause 9, Option 2** will apply and the time period for prior notice of Subprocessor changes shall be thirty (30) days or as otherwise set out in the Agreement (whichever is longer) and Zuora will make available the current list of Subprocessors upon request; (g) **Clause 11**, the optional language will not apply; (h) **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; (i) **Clause 13 and Annex I** shall be completed as follows, the “competent supervisory authority” is the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland; (j) 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 (k) **Annexes I-III** of the EU SCCs shall be deemed completed with the information set out in Exhibit 1 to this Amendment and as set out in the DPA.
- 3. Local Laws.** As of the execution of this Amendment, 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 **Part C of Annex I of Exhibit 1** of this Amendment 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) **Clause 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 Data Protection Laws.** Where Customer is established in the United Kingdom or falls within the territorial scope of application of the UK Data Protection Laws, the Information Commissioner's Office shall act as competent supervisory authority. With respect to the transfer of Customer Personal Data governed by UK Data Protection Laws, the UK SCCs shall apply. The information required to complete the UK SCCs Tables 1 to 3 for Party One is included in this Amendment under Exhibit 1 and/or the Agreement (as applicable).
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, UK GDPR, Swiss DPA or other applicable Privacy Laws.
7. **California Specific Provisions.** If applicable to the Services provided, the parties agree that Zuora is a Service Provider as such term is defined under the CCPA and its implementing regulations. Customer discloses 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.
8. **Duration.** This Amendment and the DPA will remain in force for so long as Zuora Processes Customer Personal Data.
9. **Instructions.** The Agreement and this Amendment are 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 Amendment

### ANNEX I

#### A. LIST OF PARTIES

**Data exporter:** Customer

Address and Contact Details: as set forth in the Agreement.

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](mailto: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 Service (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 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 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 Customer.

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

For purposes herein:

- “to provide” the Services consists 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 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.

## 8. Subprocessor Transfers

As per the Agreement, 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](mailto:privacy@zuora.com) for additional information.

## **ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

The parties incorporate by reference [Zuora's Security Addendum](#).

## **ANNEX III – LIST OF SUBPROCESSORS**

The Parties incorporate by reference [Zuora's List of Subprocessors](#).