



AMENDMENT TO DATA PROCESSING ADDENDUM (SCC Amendment)

HOW TO EXECUTE THIS SCC AMENDMENT

1. In the table below, please include:
 - a. the full legal entity name that has signed a Main Services Agreement with Salesforce;
 - b. the registered address of this legal entity;
 - c. the date of your Main Services Agreement with Salesforce; and
 - d. your account number as set out on the applicable Salesforce invoice.
2. Please complete the information in the signature box and sign on the next page.
3. Send the signed amendment agreement to dataprocessingaddendum@salesforce.com, indicating your account number.
4. This SCC Amendment has been pre-signed on behalf of SFDC.

For the avoidance of doubt, signature of this SCC Amendment shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses, including Schedule 2. Where Customer wishes to separately execute the Standard Contractual Clauses and its Appendix, Customer should also complete the information as the data exporter and sign on page 10 (Schedule 2).

Customer Full Legal Name:	
Customer's Registered Address:	
Date of Main Services Agreement:	
Account Number:	

The entity as set out in the table above (“**Customer**”) has entered into a Main Services Agreement (“**Main Services Agreement**”) and Data Processing Addendum (“**DPA**”, jointly the “**Agreement**”) either by way of signature or by electronic click acceptance with *Salesforce, Inc. having its principal place of business at Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California 94105*, or any of its Affiliates (as defined in the Agreement) (“**SFDC**”). Customer and SFDC are together referred to as the “**Parties**”. Now the Parties wish to amend the terms of the DPA as set out in this “**SCC Amendment**”. This SCC Amendment shall be effective as of the last date of the signature of the Parties listed below (the “**Amendment Effective Date**”) unless otherwise stated herein.

This SCC Amendment, including all Schedules and appendices hereto, amends the Agreement as follows:

1. **Interpretation.** All capitalized terms that are not expressly defined in this SCC Amendment, including its schedules, have the meanings assigned to them in the Agreement. In the event of any conflict between the SCC Amendment and the Agreement, the provisions of the SCC Amendment shall prevail.
2. **Revised terms for the new SCCs.** Any provisions in the Agreement (including Exhibits or Schedules) referring to and/or relating to data transfers in the event that SFDC receives or Processes any Personal Data transferred from the European Union, the European Economic Area and/or its member states, Switzerland and/or the United Kingdom to countries that do not ensure an adequate level of data protection pursuant to the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European

Parliament and of the Council (notified under document C(2010) 593), shall be deleted from the Agreement and replaced with the terms set out in 2.1 and 2.2 below.

- 2.1 “Standard Contractual Clauses”** means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.
- 2.2 Standard Contractual Clauses.** SFDC agrees that it shall abide by: (i) the terms of the Standard Contractual Clauses sections I, II, III and IV (as applicable) as set out in Module Two (Controller to Processor), in the manner described in Schedules 1 and 2 to this SCC Amendment. The Standard Contractual Clauses shall apply to Salesforce, Inc. in its role as the “data importer.” The Standard Contractual Clauses shall apply to Customer and, to the extent legally required, all of Customer’s Authorized Affiliates established within the European Union, the European Economic Area and/or its member states, Switzerland and/or the United Kingdom, in their role as “data exporters.” Customer signs the Standard Contractual Clauses in name and on behalf of these data exporters, and shall carry out the obligations set forth in the Standard Contractual Clauses of each data exporter on behalf of that data exporter. SFDC agrees that, as provided in the Standard Contractual Clauses, Data Subjects shall be third party beneficiaries to the Standard Contractual Clauses.
- 3. Counterparts.** This SCC Addendum may be executed electronically and in counterparts.

The parties’ authorized signatories have duly executed this Addendum as of the Effective Date:

CUSTOMER

Signature: _____

Customer Legal Name: _____

Print Name: _____

Title: _____

Date: _____

SALESFORCE, INC. (F/K/A SALESFORCE.COM, INC.)

DocuSigned by:
Signature: Sarah Dods
4B0909F662794E0...

Print Name: _____

Title: _____

Date: _____

SALESFORCE.COM CANADA CORPORATION

DocuSigned by:
Signature: Joachim Wettermark
80DACCF756BA43E...

Print Name: _____

Title: _____

Date: _____

SALESFORCE.COM FRANCE S.A.S.

DocuSigned by:
Signature: Isabelle de Paÿ
23F07561E4664A6...

Print Name: _____

Title: _____

Date: _____

SALESFORCE.COM GERMANY GMBH

DocuSigned by:
Signature: Joachim Wettermark
80DACCF756BA43E...

Print Name: _____

Title: _____

Date: _____

SALESFORCE.COM INDIA PRIVATE LIMITED

DocuSigned by:
Signature: Joachim Wettermark
80DACCF756BA43E...

Print Name: _____

Title: _____

Date: _____

SALESFORCE.COM ITALY S.R.L.

DocuSigned by:
Signature: Federico Della Casa
819AFAF0C68949F...

Print Name: _____

Title: _____

Date: _____

**SALESFORCE JAPAN CO., LTD. (F/K/A
KABUSHIKI KAISHA SALESFORCE.COM)**

DocuSigned by:
Signature: Shinichi Kudo
E63357C52F97482...

Print Name: _____

Title: _____

Date: _____

SALESFORCE TECNOLOGIA LTDA.

DocuSigned by:
Signature: Marcio Mendes
B03424F7C4724FC...

Print Name: _____

Title: _____

Date: _____

SFDC AUSTRALIA PTY, LTD.

DocuSigned by:
Signature: Joachim Wettermark
80DACCF756BA43E...

Print Name: _____

Title: _____

Date: _____

SALESFORCE.ORG, LLC

DocuSigned by:
Signature: Sarah Dods
4B0909F662794E0...

Print Name: _____

Title: _____

Date: _____

SALESFORCE.COM SINGAPORE PTE. LTD.

DocuSigned by:
Signature: Joachim Wettermark
80DACCF756BA43E...

Print Name: _____

Title: _____

Date: _____

SALESFORCE SYSTEMS SPAIN, S.L.

DocuSigned by:
Signature: Joachim Wettermark
80DACCF756BA43E...

Print Name: _____

Title: _____

Date: _____

**SALESFORCE UK LIMITED (F/K/A SALESFORCE.COM
EMEA LIMITED)**

DocuSigned by:
Signature: Joachim Wettermark
80DACCF756BA43E...

Print Name: _____

Title: _____

Date: _____

SFDC IRELAND LIMITED

DocuSigned by:
Signature: Siobhan Dowling
89C4455DEEAD4FF...

Print Name: _____

Title: _____

Date: _____

SALESFORCE.ORG EMEA LIMITED

DocuSigned by:
Signature: Sam Chung
8C54C579C540437...

Print Name: _____

Title: _____

Date: _____

CLOUDCRAZE SOFTWARE LLC

DocuSigned by:
Signature: Sarah Dods
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Print Name: _____

Title: _____

Date: _____

DEMANDWARE, LLC

DocuSigned by:
Signature: Sarah Dods
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Print Name: _____

Title: _____

Date: _____

EVERGAGE, LLC

DocuSigned by:
Signature: Sarah Dods
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Print Name: _____

Title: _____

Date: _____

HEROKU, INC.

DocuSigned by:
Signature: Sarah Dods
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Print Name: _____

Title: _____

Date: _____

KRUX DIGITAL, LLC

DocuSigned by:
Signature: Sarah Dods
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Print Name: _____

Title: _____

Date: _____

MULESOFT, LLC

DocuSigned by:
Signature: Sarah Dods
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Print Name: _____

Title: _____

Date: _____

SLACK TECHNOLOGIES LIMITED

DocuSigned by:
Signature: David Dempsey
2E0ACB50DC234C3...

Print Name: _____

Title: _____

Date: _____

SLACK TECHNOLOGIES, LLC

DocuSigned by:
Signature: Sarah Dods
4B0909F662794E0...

Print Name: _____

Title: _____

Date: _____

TABLEAU SOFTWARE, LLC

DocuSigned by:
Signature: Sarah Dods
4B0909F662794E0...

Print Name: _____

Title: _____

Date: _____

TABLEAU INTERNATIONAL UNLIMITED COMPANY

DocuSigned by:
Signature: David Dempsey
2E0ACB50DC234C3...

Print Name: _____

Title: _____

Date: _____

VLOCITY, LLC

DocuSigned by:

Signature: _____

Sarah Dods

4B0909F662794E0...

Print Name: _____

Title: _____

Date: _____

SCHEDULE 1 - STANDARD CONTRACTUAL CLAUSES OPERATIVE PROVISIONS AND ADDITIONAL TERMS

For the purposes of the Standard Contractual Clauses, Customer is the data exporter and SFDC is the data importer and the Parties agree to the following. If and to the extent an Authorized Affiliate relies on the Standard Contractual Clauses for the transfer of Personal Data, any references to 'Customer' in this Schedule, include such Authorized Affiliate.

- 1.1. **Reference to the Standard Contractual Clauses.** The relevant provisions contained in the Standard Contractual Clauses are incorporated by reference and are an integral part of the DPA. The information required for the purposes of the Appendix to the Standard Contractual Clauses are set out in Schedule 2.
- 1.2. **Docking clause.** The option under clause 7 shall not apply.
- 1.3. **Instructions.** The DPA and the Agreement (as amended through this SCC Amendment) are Customer's complete and final documented instructions at the time of signature of the Agreement to SFDC for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of the DPA and the Agreement. For the purposes of clause 8.1(a), the instructions by Customer to Process Personal Data include onward transfers to a third party located outside Europe for the purpose of the performance of the Services.
- 1.4. **Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in clause 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by SFDC to Customer only upon Customer's written request.
- 1.5. **Security of Processing.** For the purposes of clause 8.6(a), Customer is solely responsible for making an independent determination as to whether the technical and organisational measures set forth in the Security, Privacy and Architecture Documentation meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by SFDC provide a level of security appropriate to the risk with respect to its Personal Data. For the purposes of clause 8.6(c), personal data breaches will be handled in accordance with the 'Customer Data Incident Management and Notification' section of the DPA.
- 1.6. **Audits of the SCCs.** The parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with the audit provisions as agreed in the Agreement..
- 1.7. **General authorisation for use of Sub-processors.** Option 2 under clause 9 shall apply. For the purposes of clause 9(a), SFDC has Customer's general authorisation to engage Sub-processors in accordance with section 5 of the DPA. SFDC shall make available to Customer the current list of Sub-processors in accordance with section 5.2 of the DPA. Where SFDC enters into the EU P-to-P Transfer Clauses with a Sub-processor in connection with the provision of the Services, Customer hereby grants SFDC and SFDC's Affiliates authority to provide a general authorisation on Controller's behalf for the engagement of sub-processors by Sub-processors engaged in the provision of the Services, as well as decision making and approval authority for the addition or replacement of any such sub-processors.
- 1.8. **Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to clause 9(a), Customer acknowledges and expressly agrees that SFDC may engage new Sub-processors through the mechanism as agreed in the DPA. SFDC shall inform Customer of any changes to Sub-processors following the procedure as agreed in the DPA.
- 1.9. **Complaints - Redress.** For the purposes of clause 11, and subject to section 3 of the DPA, SFDC shall inform data subjects on its website of a contact point authorised to handle complaints. SFDC shall inform Customer if it receives a complaint by, or a dispute from, a Data Subject with respect to Personal Data and shall without undue delay communicate the complaint or dispute to Customer. SFDC shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer). The option under clause 11 shall not apply.
- 1.10. **Liability.** SFDC's liability under clause 12(b) shall be limited to any damage caused by its Processing where SFDC 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 82 GDPR.

1.11. Supervision. Clause 13 shall apply as follows:

- 1.11.1.** Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
- 1.11.2.** Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.
- 1.11.3.** Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, Commission nationale de l'informatique et des libertés (CNIL) - 3 Place de Fontenoy, 75007 Paris, France shall act as competent supervisory authority.
- 1.11.4.** Where Customer is established in the United Kingdom or falls within the territorial scope of application of UK Data Protection Laws and Regulations, the Information Commissioner's Office shall act as competent supervisory authority.
- 1.11.5.** Where Customer is established in Switzerland or falls within the territorial scope of application of Swiss Data Protection Laws and Regulations, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations.

1.12. Notification of Government Access Requests. For the purposes of clause 15(1)(a), SFDC shall notify Customer (only) and not the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.

1.13. Governing Law. The governing law for the purposes of clause 17 shall be the law that is designated in the Governing Law section of the Agreement. If the Agreement is not governed by an EU Member State law, the Standard Contractual Clauses will be governed by either (i) the laws of France; or (ii) where the Agreement is governed by the laws of the United Kingdom, the laws of the United Kingdom.

1.14. Choice of forum and jurisdiction. The courts under clause 18 shall be those designated in the Venue section of the Agreement. If the Agreement does not designate an EU Member State court as having exclusive jurisdiction to resolve any dispute or lawsuit arising out of or in connection with this Agreement, the parties agree that the courts of either (i) France; or (ii) where the Agreement designates the United Kingdom as having exclusive jurisdiction, the United Kingdom, shall have exclusive jurisdiction to resolve any dispute arising from the Standard Contractual Clauses. For Data Subjects habitually resident in Switzerland, the courts of Switzerland are an alternative place of jurisdiction in respect of disputes relating to the Personal Data.

1.15. Appendix. The Appendix shall be completed as follows:

- The contents of section 1 of Schedule 2 shall form Annex I.A to the Standard Contractual Clauses
- The contents of sections 2 to 9 of Schedule 2 shall form Annex I.B to the Standard Contractual Clauses
- The contents of section 10 of Schedule 2 shall form Annex I.C to the Standard Contractual Clauses
- The contents of section 11 of Schedule 2 shall form Annex II to the Standard Contractual Clauses.

1.16. Data Exports from the United Kingdom and Switzerland under the Standard Contractual Clauses. In case of any transfers of Personal Data from the United Kingdom and/or transfers of Personal Data from Switzerland subject exclusively to the Data Protection Laws and Regulations of Switzerland ("Swiss Data Protection Laws"), (i) general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in the Data Protection Laws

and Regulations of the United Kingdom (“UK Data Protection Laws”) or Swiss Data Protection Laws, as applicable; and (ii) any other obligation in the Standard Contractual Clauses determined by the Member State in which the data exporter or Data Subject is established shall refer to an obligation under UK Data Protection Laws or Swiss Data Protection Laws, as applicable. In respect of data transfers governed by Swiss Data Protection Laws, the Standard Contractual Clauses also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity.

- 1.17. Conflict.** The Standard Contractual Clauses are subject to the DPA and the rights and obligations provided by the Standard Contractual Clauses will be exercised in accordance with the DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

SCHEDULE 2 - DESCRIPTION OF PROCESSING/TRANSFER

1. LIST OF PARTIES

Data exporter(s): *Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*

Name: Customer and its Authorized Affiliates.

Address:

Contact person's name, position and contact details:

Activities relevant to the data transferred under these clauses: Performance of the Services pursuant to the Agreement and as further described in the Documentation.

Signature and date:

Role: Controller

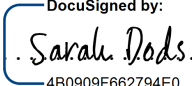
Data importer(s): *Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*

Name: Salesforce, Inc.

Address: Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, USA

Contact person's name, position and contact details: Lindsey Finch, DPO, privacy@salesforce.com

Activities relevant to the data transferred under these clauses: Performance of the Services pursuant to the Agreement and as further described in the Documentation.

Signature and date: 

Role: Processor

2. CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and 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

3. CATEGORIES OF PERSONAL DATA TRANSFERRED

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Localisation data

4. SENSITIVE DATA TRANSFERRED (IF APPLICABLE)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

The applicable security measures are described under the Security, Privacy and Architecture Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via SFDC's Trust and Compliance webpage at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/> (also accessible via <http://www.salesforce.com/company/legal/agreements/> under the "Trust and Compliance Documentation" link), or as otherwise made reasonably available by SFDC.

5. FREQUENCY OF THE TRANSFER

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
Continuous basis depending on the use of the Services by Customer.

6. NATURE OF THE PROCESSING

The nature of the Processing is the performance of the Services pursuant to the Agreement.

7. PURPOSE OF PROCESSING, THE DATA TRANSFER AND FURTHER PROCESSING

SFDC will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

8. DURATION OF PROCESSING

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

Subject to section 9 of the DPA, SFDC will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

9. SUB-PROCESSOR TRANSFERS

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

As per 7 above, the Sub-processor will Process Personal Data as necessary to perform the Services pursuant to the Agreement. Subject to section 9 of the DPA, the Sub-processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

Identities of the Sub-processors used for the provision of the Services and their country of location are listed under the Infrastructure and Sub-processor Documentation which can be found on SFDC's Trust and Compliance webpage (also accessible via <http://www.salesforce.com/company/legal/agreements/> under the "Trust and Compliance Documentation" link).

10. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with clause 13:

- Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
- Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as the competent supervisory authority.
- Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: Commission nationale de l'informatique et des libertés (CNIL) - 3 Place de Fontenoy, 75007 Paris, France shall act as the competent supervisory authority.
- Where the data exporter is established in the United Kingdom or falls within the territorial scope of application of UK Data Protection Laws and Regulations, the Information Commissioner's Office shall act as the competent supervisory authority.
- Where the data exporter is established in Switzerland or falls within the territorial scope of application of Swiss Data Protection Laws and Regulations, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations.

11. TECHNICAL AND ORGANISATIONAL MEASURES

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the SCC Services, as described in the Security, Privacy and

Architecture Documentation applicable to the specific SCC Services purchased by data exporter, and accessible via <http://help.salesforce.com> or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the SCC Services during a subscription term. Data Subject Requests shall be handled in accordance with section 3 of the DPA.