

SignRequest Data Processing Addendum

Incorporating: GDPR and Standard Contractual Clauses

[\(v.09172021\)](#)

This Data Processing Addendum ("DPA") forms part of the Sign Request Terms of Service ("Terms") and is applicable to customer's use of the SignRequest Service and reflects the parties' agreement with regard to the processing of Customer Personal Data. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1 – Definitions

Definitions for capitalized terms used in this DPA shall apply to this DPA only and have the meaning ascribed to such terms in this section, regardless of whether the terms are governed by different definitions for the same terms.

"Adequacy" means where the European Union's (EU) European Commission, or the relevant regulatory or governmental body in Switzerland or the United Kingdom (UK) (as applicable), has deemed that the third country, a territory or one or more specified sectors within that third country, or the international organization in question, ensures an adequate level of data protection.

"Controller" means the entity that determines the purposes and means of processing of Customer Personal Data.

"Customer Personal Data" means the Content (as defined in the Terms) which contains personal data.

"Data Protection Legislation" means the EU Data Protection laws, the UK Data Protection laws and any other privacy and data protection laws and regulations of the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, as applicable to the processing of Customer Personal Data under this DPA.

"Data Subject" means the identified or identifiable person to whom Customer Personal Data relates.

"EU Adequacy Finding" means a decision by the European Commission under Article 45 of the GDPR in relation to a country, territory or international organization or one or more sectors ensures an adequate level of protection for personal data.

"EU GDPR" means General Data Protection Regulation and is 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 the processing of personal data and on the free movement of such data and repealing of Directive 95/46/EC.

"EU SCCs" means the contractual clauses annexed to the European Commission's Implementing Decision 2121/914 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.

"Processor" means the entity which is processing Customer Personal Data on behalf of the Controller.

“Standard Contractual Clauses” means the EU SCCs (Module Two: Transfer for Controller to Processor (Module Two) ; and Module Three: Transfer for Processor to Processor (Module Three)) and UKC2P SCCs (collectively SCCs) entered into pursuant to this DPA

“Subprocessor” means a third-party service provider engaged by SignRequest to assist SignRequest with data processing activities.

“SignRequest” means SignRequest B.V., a company registered with the Dutch Chamber of Commerce under number 61138008 and with offices at Singel 542, 1017AZ Amsterdam, Netherlands.

“SignRequest Service” means the Free Services or Paid Services (as defined by the Terms) provided by SignRequest.

“UK Adequacy Finding” means any regulations made by the Secretary of State under Section 17A of the Data Protection Act 2018 that a country, territory, international organisation or one or more sectors ensures an adequate level of protection for personal data

“UK GDPR” means the UK General Data Protection Regulation, as retained in UK law by the European Union (Withdrawal) Act 2018 and renamed by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 and UK’s Data Protection Act 2018.

“UK C2P SCCs” means the model clauses for the transfer of Personal Data to processors set out in the European Commission’s Decision 2010/87/EU of 5 February 2010.

Article 2 – Processing of Customer Personal Data

A. Roles and Responsibilities. The parties acknowledge that with regard to the processing of Customer Personal Data under the Data Protection Legislation and this DPA, customer is the Controller and SignRequest is the Processor. Each party will comply with the obligations applicable to it under the Data Protection Legislation with respect to the processing of Customer Personal Data.

B. Customer’s Instruction and Authorization to Process Customer Personal Data. SignRequest processes Customer Personal Data exclusively for and on behalf of the customer, in accordance with applicable Data Protection Legislation to provide the SignRequest Service as set forth in the Terms. Customer is solely responsible for the accuracy and legality of Customer Personal Data provided to SignRequest.

C. Scope of Processing. The types of Customer Personal Data and categories of Data Subjects that may be processed under this DPA are set forth, where applicable, in Appendix 1 to Schedule 1 of SCCs Module Two, Module Three and Appendix 1 to Schedule 2 of UK C2P SCCs to this DPA.

D. Data Protection Impact Assessment and Prior Consultation Assistance. SignRequest will provide reasonable assistance to customer, as required by law and applicable to SignRequest’s role as a Processor, for customer to comply with customer’s obligations to perform a data protection impact assessment. In situations where customer’s processing of Customer Personal Data results in a high risk to the rights and freedoms of natural persons, SignRequest will provide reasonable assistance to customer as it seeks prior consultation from a supervisory authority.

E. Updates/Amendments to DPA. SignRequest retains the right to make changes, revise or replace this DPA, including any new version of the Standard Contractual Clauses for the transfer of European Economic Area and/or UK Customer Personal Data as required by applicable Data Protection Legislation, including but not limited to, regulatory and policy changes, standards and/or case law. SignRequest will provide customer with notice of any required changes at least 30 days in advance via an announcement on the SignRequest website.

Article 3 – International Transfers of Personal Data

A. EU/UK GDPR. SignRequest will process Customer Personal Data in accordance with EU and UK GDPR requirements applicable to SignRequest’s provision of the SignRequest Service.

B. Transfer Mechanism for Data Transfers. SignRequest makes available a lawful data transfer mechanism for cross-border transfers of Customer Personal Data or otherwise transfers Customer Personal Data to a country deemed Adequate by the European Commission. Subject to applicable Data Protection Legislation, SignRequest makes available the following:

- (i) subject to the additional terms set forth below, for transfers of Customer Personal Data from:
 - a. the European Union, (1) where SignRequest is considered to be a processor of Customer Personal Data, Module Two; or (2) where SignRequest is considered to be a (sub)processor of Customer Personal Data, Module Three, SCCs set forth here;
 - b. the UK, the UK C2P SCCs set forth here.

C. Additional Terms Applicable to Standard Contractual Clauses

- (1) The Standard Contractual Clauses set forth in Schedule 1 and Schedule 2 or referred to in this DPA and the terms set forth in this Section C shall apply to the legal entity that has executed the Standard Contractual Clauses as a data exporter. For the purposes of Standard Contractual Clauses, customer shall be the data exporter and SignRequest shall be deemed the data importer. This DPA is the customer’s instructions to SignRequest for the processing of Customer Personal Data. Any additional or alternate instructions must be agreed upon separately in writing. For the purposes of Clause 7.1 of Module Two, Module Three and/or Clause 5(a) of UK C2P SCCs , the following is deemed an instruction by the customer to process Customer Personal Data:
 - (a) processing in accordance with the Terms;
 - (b) processing initiated by customers in their use of the SignRequest Service; and
 - (c) processing to comply with other reasonable documented instructions provided by customer (e.g., via email) where such instructions are consistent with the Terms and have been agreed to by SignRequest in writing.
- (2) The parties agree that the audits described in Module Two’s Clause 7.9(d), Module Three’s Clause 7.9(f) and/or Clause 5(f) and Clause 12(2) of UK C2P SCCs shall be carried out in accordance with Article 7 (“Audits and Reports”) of this DPA.
- (3) Pursuant to Clause 8(a) of Module Two Clause 8(a) of Module Three and/or Clause 11 of UK C2P SCCs, customer acknowledges and expressly agrees that SignRequest and its affiliates may engage third-party Sub-processors in connection with the provision of the SignRequest Service in accordance with Article 9 of this DPA. SignRequest shall make available to customer the current list of Sub-processors in accordance with Article 9(C) of this DPA. Pursuant to Clause 9(a) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that SignRequest may engage new Sub-processors as described in Article 9(D) of this DPA.

(4) UK C2P SCCs. For the purpose of the UK C2P SCCs entered into pursuant to this DPA: (a) the information set out in Annex I of the Appendix to the EU SCCs at Schedule 1 to this DPA shall be deemed to be set out in Appendix 1 of such UK C2P SCCs; (b) the information set out in Annex II to the EU SCCs at Schedule 1 to this DPA shall be deemed to be set out in Appendix 2 of such UK C2P SCCs; (c) the optional illustrative indemnification Clause will not apply; (d) the UK C2P SCCs shall be deemed to have been updated in accordance with the recommendations of the Information Commissioner's Office so that they are suitable for transfers from the UK; and (e) Clauses 14 and 15 of the EU SCCs shall be deemed incorporated into this DPA so as to also apply to the transfer of Customer Personal Data with any changes deemed made to reflect the applicability of the UK GDPR to that data as opposed to the GDPR. In relation to any transfer of Customer Personal Data protected by the UK GDPR, in the event that the competent United Kingdom authority issues alternative standard contractual clauses for transfers of Personal Data from a controller to a processor (a) SignRequest may on giving notice in accordance with Section IV(E) of this DPA amend this DPA to replace the UK C2P SCCs referred to in this DPA with such alternative SCCs and any such amendments or supplemental provisions to the alternative SCCs deemed necessary by Box for the purpose of this DPA ("New UK SCCs"), and (b) from the date of such notice, any reference in this DPA to UK C2P SCCs shall be deemed to refer to such New UK SCCs.

Article 4 – Data Security

A. Security Controls. SignRequest maintains appropriate technical and organizational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as described in Annex I, Technical and Organizational Measures including Technical and Organizational Measures to ensure the security of the data) of the Appendix to Schedule 1 and Schedule 2 (SCCs) to this DPA (the "Technical and Organizational Measures"). The Technical and Organizational Measures include measures to encrypt Customer Personal Data; to help ensure ongoing confidentiality, integrity, availability and resilience of SignRequest's systems and services; to help restore timely access to Customer Personal Data following an incident; and for regular testing of effectiveness.

B. Security Compliance of SignRequest Personnel. SignRequest will take appropriate steps to ensure compliance with the security controls by its employees, contractors and Subprocessors to the extent applicable to their scope of performance, including ensuring that all persons authorised to process Customer Personal Data have agreed to an appropriate obligation of confidentiality.

Article 5 – Data Incidents

After becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to Customer Personal Data transmitted, stored or otherwise processed by SignRequest or its Subprocessors ("Data Incident"), SignRequest will notify Customer without undue delay ("Data Incident Notification"). SignRequest will take reasonable steps to: (i) provide Customer with a description of the Data Incident and the type of data that was the subject of the Data Incident; (ii) identify the cause of such Data Incident; and (iii) take the steps necessary and reasonable to remediate the cause of such Data Incident to the extent such remediation is within SignRequest's reasonable control.

Data Incident Notification will be delivered to the administrator(s) of Customer's SignRequest Service account ("Notification Email Address"). Customer is solely responsible for ensuring that the Notification Email Address associated with Customer's account is current and valid.

Article 6 – Deletion and Return of Customer Data

Upon cancellation or termination of the SignRequest Service, SignRequest provides customer with controls to enable customer to retrieve, rectify, or delete Customer Personal Data pursuant to the Terms. SignRequest will provide reasonable assistance to Customer where necessary to assist with such obligations.

Article 7 – Audits and Reports

A. Reports. SignRequest uses independent external auditors to verify its security measures for security certifications. SignRequest has received ISO 27001 certification and will maintain this certification or its substantial equivalent for the term of this DPA. Upon customer’s written request and subject to confidentiality obligations set forth in the Terms, SignRequest agrees to make available this certification in order to demonstrate that SignRequest’s technical and organizational measures are sufficient and in order to ensure that SignRequest complies with the technical and organizational measures as required in accordance with the applicable Data Protection Legislation.

B. Audit. Upon customer’s request, and subject to the confidentiality obligations set forth in the Terms, SignRequest will make available to customer information regarding SignRequest’s compliance with its obligations set forth in this DPA in the form of SignRequest’s ISO 27001 certification.

Article 8 – Data Subject Rights

A. Data Subject Requests. SignRequest will assist the Customer with requests from a Data Subject in relation to Customer Personal Data in accordance with Data Protection Legislation.

B. Third-Party Requests. In the event SignRequest receives a request from a third-party to provide access to Customer Personal Data, SignRequest will inform the Customer in writing before providing access to the third-party so the Customer can assess the legitimacy of the request, unless SignRequest is prohibited by law from doing so.

Article 9 – Subprocessors

A. Consent to Subprocessors. Customer explicitly gives consent to the use of Subprocessors by SignRequest in order to allow SignRequest to fulfill its contractual obligations under this DPA and to provide certain services on SignRequest’s behalf, such as support services.

B. Subprocessor Commitments. SignRequest undertakes to enter into a written agreement with any applicable Subprocessor in accordance with the requirements set out under applicable Data Protection Legislation. SignRequest will restrict the Subprocessor’s access to only what is necessary to maintain the SignRequest Service or to provide the SignRequest Service to Customers. Customer hereby consents to SignRequest’s use of Subprocessors as described in this Article 9 (Subprocessors). SignRequest will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessors.

C. Current Subprocessors. Information regarding SignRequest’s current Subprocessors, including their location and services can be found in the SignRequest Privacy Notice found here: <https://signrequest.com/en/privacy-policy>. This Subprocessor list may be updated from time to time by SignRequest in accordance with this Article 9 (Subprocessors).

D. Changes to Subprocessors. Customers may visit <https://signrequest.com/en/privacy-policy> for a current list of SignRequest’s Subprocessors. SignRequest will provide Customer with notice of new subprocessors via an announcement on the SignRequest website.

Article 10 – Liability and Indemnification

Each Party’s liability taken together in the aggregate, arising out of or related to this DPA whether in contract, tort, or under any other theory of liability, is subject to the limitation of liability provisions of the Terms.

The Parties authorized signatories have duly executed this Agreement.

Customer Legal Company Name

SignRequest Entity

SignRequest B.V.

Signature: _____

Signature: David Leeb

Print Name: _____

Print Name: David Leeb

Title: _____

Title: Director

Date: _____

Date: September 20, 2021