



**Copado's Processor Binding Corporate Rules
for the
Processing of Personal Data**

Updated February 2019

Copado Processor BCR

1. Introduction

Copado Inc. and its affiliates are committed to achieving and maintaining customer trust. Integral to this mission is providing a robust security and privacy program that carefully considers data protection matters.

In accordance with the General Data Protection Regulation, the Copado Processor BCR (as defined below) is intended to provide an adequate level of protection for Personal Data during international transfers within the Copado Group made on behalf of Customers and under their instructions.¹

2. Definitions

- **Controller** means the entity which determines the purposes and the means of the processing of Personal Data.
- **Customer(s)** means (i) a legal entity with whom a member of the Copado Group has executed a contract to provide the Services (or a legal entity placing an order under such contract) and such contract incorporates by reference the Copado Processor BCR or (ii) a legal entity with whom a member of the Copado Group has executed a contract under which the legal entity is entitled to resell the Services to its end customers and such contract incorporates by reference the Copado Processor BCR.
- **Data Subject** means the identified or identifiable person to whom Personal Data relates.
- **General Data Protection Regulation** or **GDPR** means European Regulation 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 European Directive 95/46/EC.
- **Personal Data** means any information relating to an identified or identifiable natural person.
- **Processor** means the entity which processes Personal Data on behalf of the Controller.
- **Copado Group** means Copado S.L. and Copado Inc. and its affiliate Sub-processors of Personal Data.
- **Copado Processor BCR** means Copado's Processor Binding Corporate Rules for the Processing of Personal Data, the most current version of which is available on Copado Group's website.
- **Services** means the online services provided to Customer by the Copado Group, as listed in **Appendix A**.
- **Sub-processor** means any Processor engaged by a member of the Copado Group.

¹ For clarity, a Customer (as defined in Section 2) may be a Controller or a Processor of Personal Data. Where a Customer is a Processor of Personal Data, the Copado Group shall process Personal Data as Sub-processors on behalf of the Controller. Instructions from the Controller regarding the processing Personal Data shall be given through the Processor.

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- **Supervisory Authority** means an independent public authority which is established by an EU member state pursuant to the GDPR.

3. Scope and Application

The purpose of the Copado Processor BCR is to govern international transfers of Personal Data to and between members of the Copado Group, and to third-party Sub-processors (in accordance with written agreements with any such third-party Sub-processors) when acting as Processors and/or Sub-processors on behalf and under the documented instructions of Customers.

The Copado Processor BCR applies to Personal Data submitted to the Services by:

- Customers established in an EEA member state whose processing activities for the relevant data are governed by the General Data Protection Regulation; or
- Customers established in non-EEA member states for which the customer has contractually specified that the GDPR and implementing national legislation shall apply.

The Copado Group may update the Copado Processor BCR with approval from the Copado Group's appointed general counsel or compliance officer. All changes to the Copado Processor BCR shall be communicated to members of the Copado Group.

When the changes to the Copado Processor BCR affect the processing conditions, the Copado Group shall inform the Customer in such a timely fashion that Customer has the possibility to object to the change or to terminate the contract before the modification is made.

The categories of Personal Data, the types of processing and its purposes, the types of Data Subjects affected and the identification of the recipients in the third countries are set out in Section 5 below.

It shall be the responsibility of a Customer to apply the Copado Processor BCR to:

- All Personal Data processed for processor activities and that are submitted to EU law; or
- All processing of Personal Data for processor activities within the Copado Group whatever the origin of the data.
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4. Responsibilities Towards Customers

A. General Obligations

The Copado Group and its employees shall comply with the Copado Processor BCR, process Personal Data only upon a Customer's documented instruction and shall have a duty to respect Customer's instructions regarding the data processing and the security and confidentiality of Personal Data, pursuant to the measures provided in the contracts executed with Customers.

The Copado Group shall immediately inform the Customer if in its opinion an instruction infringes the GDPR or other EU or EU member state data protection provisions.

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B. Transparency, Fairness, Lawfulness and Cooperation with Customers

The Copado Group undertakes to be transparent regarding its Personal Data processing activities and to provide Customers with reasonable cooperation and assistance within a reasonable period of time to help facilitate their respective data protection obligations regarding Personal Data, to the extent Customer, in its use of the Services, does not have the reasonable ability to address such obligations.

C. Data Subject Rights

Members of the Copado Group act as Processors on behalf of Customers. As between the Copado Group and Customers, Customers have the primary responsibility for interacting with Data Subjects, and the role of the Copado Group is generally limited to assisting Customers as needed.

i. Data Subject Requests

The Copado Group shall promptly notify Customer if the Copado Group receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of processing, erasure ("right to be forgotten"), data portability, object to the processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the processing, the Copado Group shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under the GDPR. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, the Copado Group shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent the response to such Data Subject Request is required under the GDPR. To the extent legally permitted, Customer shall be responsible for any costs arising from the Copado Group's provision of such assistance.

ii. Handling of Complaints

The Copado Group's Support department shall be responsible for handling complaints related to compliance with the Copado Processor BCR.

Data Subjects may lodge a complaint about processing of their respective Personal Data that is incompatible with the Copado Processor BCR by contacting the relevant Customer or the Copado Group's Support department at the email address support@Copado.com. The Copado Group shall without undue delay communicate the complaint to the Customer to whom the Personal Data relates without obligation to handle it (except if it has been agreed otherwise with Customer).

Customers shall be responsible for responding to all Data Subject complaints forwarded by the Copado Group except in cases where a Customer has disappeared factually or has ceased to exist in law or become insolvent. Where the Copado Group is aware of such a case, it undertakes to respond directly to Data Subjects' complaints within one (1) month, including the consequences of the complaint and further actions Data Subjects may take if they are unsatisfied by the reply (such as lodging a complaint before the relevant Supervisory Authority). Taking into account the complexity and number of requests, this period of one (1) month can be extended by two (2) further months in which case the Copado Group will inform the Data Subjects accordingly.

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D. Regulatory Inquiries and Complaints

The Copado Group shall, to the extent legally permitted, promptly notify a Customer if the Copado Group receives an inquiry or complaint from a Supervisory Authority in which that Customer is specifically named. Upon a Customer's request, the Copado Group shall provide the Customer with cooperation and assistance in a reasonable period of time and to the extent reasonably possible in relation to any regulatory inquiry or complaint involving the Copado Group's processing of Personal Data.

E. Data Protection Impact Assessments

Upon Customer's request, the Copado Group shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to the Copado Group. The Copado Group shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 4 E. of the Copado Processor BCR to the extent required under the GDPR.

F. Records of Processing Activities

As required by data protection laws and regulations, the Copado Group shall maintain a record of all categories of processing activities carried out on behalf of each Customer.

5. Description of Processing Operations and Transfers

A. Purpose Limitation

The Copado Group shall only process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) processing in accordance with a Customer's instructions set forth in the Customer's contract with a member of the Copado Group including with regard to transfers of personal data to a third country (unless the Copado Group is legally required to do so by EU or EU member state law in which case prior information will be provided by the Copado Group to Customer unless such information is legally prohibited); and (ii) processing initiated by the Customer in its use of the Services. If the Copado Group cannot comply with such purpose limitation, a member of the Copado Group shall promptly notify the relevant Customer, and such Customer shall be entitled to suspend the transfer of Personal Data and/or terminate the applicable order form(s) in respect to only those Services which cannot be provided by the Copado Group in accordance with such Customer's instructions. On the termination of the provision of such Services, the Copado Group and third-party Sub-processors shall, at the choice of the Customer, return the Personal Data to the Customer and/or delete the Personal Data as set forth in the applicable customer contract and upon request from Customer, the Copado Group shall certify that it has done so. The only exception to this is if the law applicable to the Copado Group and its third-party Sub-processors requires the Copado Group and its third-party Sub-processors to retain the data that has been transferred in which case the Copado Group will inform the Customer and warrant that it will guarantee the confidentiality of the Personal Data transferred and will not actively process the Personal Data transferred anymore.

B. Nature of Personal Data Processed

The Copado Processor BCR will apply to Personal Data submitted by Customers to the Services. The Copado Group does not choose or determine the types of Personal Data that

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are submitted to the Services. The Copado Group's Customers solely determine what Personal Data, if any, is submitted to the Services.

C. Affected Data Subjects

The Copado Group does not choose or determine the categories of Data Subjects that relate to the Personal Data submitted to the Services. The Copado Group's Customers solely determine the Data Subjects whose Personal Data is submitted to the Services.

D. Countries of location of the Copado Group Affiliate Sub-processors

The countries where the Copado affiliate Sub-processors of Personal Data are located can be found [here](#).

E. Data Quality

Customers have access to, and control of, Personal Data in their use of the Services. To the extent a Customer, in its use of the Services, does not have the ability to anonymize, correct, amend, update or delete Personal Data, as required by applicable laws, the Copado Group shall comply with any request by a Customer in a reasonable period of time and to the extent reasonably possible to facilitate such actions by executing any measures necessary to comply with the law, in a reasonable period of time and to the extent reasonably possible to the extent the Copado Group is legally permitted to do so. The Copado Group will, to the extent reasonably required for this purpose, inform each member of the Copado Group to whom the Personal Data may be stored of any anonymization, rectification, amendment, update or deletion of such data. If any such anonymization, correction, amendment, update or deletion request is applicable to a third-party Sub-processor's processing of Personal Data, the Copado Group shall communicate such request to the applicable third-party Sub-processor(s).

F. Sub-processing

i. Sub-processing Within the Copado Group

As set forth in applicable contracts with Customers, members of the Copado Group may be retained as Sub-processors of Personal Data, and depending on the location of the Copado Group member, processing of Personal Data by such Sub-processors may involve transfers of Personal Data. The Copado Processor BCR extends to all members of the Copado Group. The Copado Processor BCR is incorporated by reference into the Copado Group's code of conduct.

ii. Sub-processing by Third Parties

As set forth in applicable contracts with Customers, members of the Copado Group may retain third-party Sub-processors, and depending on the location of the third-party Sub-processor, processing of Personal Data by such Sub-processors may involve transfers of Personal Data. Such third-party Sub-processors shall process Personal Data only: (i) in accordance with the Customer's instructions set forth in the Customer's contract with a member of the Copado Group; or (ii) if processing is initiated by the Customer in its use of the Services. The current list of third-party Sub-processors engaged in processing Personal Data, including a description of their processing activities, is available [here](#). Such third-party Sub-processors have entered into written agreements with a member of the Copado Group in accordance with the applicable requirements of Articles 28, 29, 32, 45, 46 and 47 of the GDPR as well as the relevant sections of the Copado Processor BCR as applicable to the third-party Sub-processor's processing

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activities. These written agreements incorporate *mutadis mutandis* the standard contractual clauses of the European Commission's Decision of February 5, 2010.

iii. Notification of New Sub-processors and Objection Rights

As set forth in applicable contracts with Customers, the Copado Group shall provide Customers with prior notification before a new Sub-processor begins processing Personal Data. Within thirty (30) days of receiving such notice, a Customer may object to Copado Group's use of a new Sub-processor by notifying the Copado Group in accordance with the provisions set forth in the Customer's contract. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, the Copado Group will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If the Copado Group is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable order form(s) with respect only to those Services which cannot be provided by the Copado Group without the use of the objected-to new Sub-processor by providing written notice to the Copado Group. The Copado Group will refund Customer any prepaid fees covering the remainder of the term of such order form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

6. Confidentiality and Security

A. Confidentiality and Training

The Copado Group shall ensure that its personnel engaged in the processing of Personal Data are informed of the confidential nature of the Personal Data, have executed written confidentiality agreements and have received appropriate training on their responsibilities. Additionally, the Copado Group shall ensure that its personnel responsible for the development of the tools used to process Personal Data have received appropriate training on their responsibilities. The Copado Group shall also ensure that its personnel engaged in the processing of Personal Data are limited to those personnel who require such access to perform the Copado Group's obligations under applicable contracts with Customers.

B. Data Security

The Copado Group shall maintain appropriate administrative, technical and physical 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 set forth in applicable contracts with Customers. The Copado Group shall implement technical and organizational measures which at least meet the requirements of the GDPR and any existing particular measure specified in the contract with the Customer. The Copado Group regularly monitors compliance with these measures. The Copado Group will not materially decrease the overall security of the Services during a Customer's applicable subscription term.

C. Personal Data Incident Management and Notification

In the event a member of the Copado Group becomes aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, transmitted, stored or otherwise processed by the Copado Group or its Sub-processors (a "Personal Data Incident") the Copado Group will without undue delay after becoming aware

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notify affected Customers. The Copado Group shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as the Copado Group deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within the Copado Group's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

D. Audits

The Copado Group shall maintain an ISO27001 audit program to help ensure compliance with the Copado Processor BCR.

i. Third-Party Audits and Certifications

The following third-party audits and certifications are applicable to the Services. The Copado Group agrees to maintain such audits and certifications, or their successors.

- **ISO 27001 certification:** The Copado Group is subject to an information security management system (ISMS) in accordance with the ISO 27001 international standard. Members of the Copado Group have achieved ISO 27001 certification for their ISMS from an independent third party. The scope of the Copado Group's ISO 27001 certification is set forth in the Security, Privacy and Architecture Documentation for the Services, available at <http://www.copado.com>

ii. Internal Verification

The Copado Group has appointed an IT and compliance team responsible for overseeing and ensuring compliance with the Copado Group's data protection responsibilities at a local and global level, including compliance with this Copado Processor BCR, advising management on data protection matters, liaising with data protection authorities, and handling data protection-related complaints. Each member of the Copado Group shall be assigned such a member of network of privacy personnel. Such privacy personnel are primarily responsible for privacy-related matters and report to the Copado Group's appointed privacy leader (who reports to the Copado Group's CTO) and benefit from the support of the Copado Group's senior management.

The Copado Group's compliance department shall conduct an annual assessment of the Copado Group's compliance with the Copado Processor BCR, which is provided to the Copado compliance officer and Copado.com, inc.'s board of directors. Such an assessment shall include any necessary corrective actions, timeframes for completing such corrective actions, and follow up by Copado's compliance department to ensure such corrective actions have been completed.

The Supervisory Authority competent for the Customer may upon request have access to the results of such annual assessment and may carry out a data protection audit of any member of the Copado Group, if required.

iii. Customer Audits

Upon a Customer's written request, and subject to appropriate confidentiality obligations, the Copado Group shall make available to the Customer (or such Customer's independent, third-party auditor that is not a competitor of the Copado Group) information regarding the Copado Group's

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and third-party Sub-processors' compliance with the data protection controls set forth in this Copado Processor BCR.

With respect to the Copado Group's compliance with the data protection controls set forth in the Copado Processor BCR, the Copado Group shall make available third-party certifications and audits set forth in the contract to the extent Copado makes them generally available to its customers.

With respect to third-party Sub-processors' compliance with the data protection controls set forth in the Copado Processor BCR, the Copado Group shall provide the requesting Customer a report of the Copado Group's audits of third-party Sub-processors and/or a report of third party auditors' audits of third-party Sub-processors that will have been provided by those third-party Sub-processors to the Copado Group.

Customer acknowledges and agrees to exercise its audit right by hereby instructing the Copado Group and the Copado Group's third party Sub-processors to carry out the audit as described in this Section 6.D (iii).

If Customer changes its instruction and thereby requests to exercise its audit right directly, Customer shall reimburse the Copado Group for any time expended by the Copado Group or its third-party Sub-processors for any on-site audit carried out by the Customer at the Copado Group's then-current professional service rates, which shall be made available to Customer upon Customer's request. Before any such on-site audit commences, the requesting Customer and the Copado Group shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which the Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by the Copado Group or its third-party Sub-processors.

As set forth in applicable contracts with Customers, a Customer who performs an audit in accordance with this Section must promptly provide the Copado Group with information regarding any non-compliance discovered during the course of an audit.

Nothing in this Section affects any Supervisory Authority's or Data Subject's rights under the Copado Processor BCR.

7. Third-Party Beneficiary Rights

A. Rights directly enforceable against the Copado Group

Data Subjects may directly enforce the following elements of the Copado Processor BCR against the Copado Group as third party beneficiaries:

- Duty to respect the instructions from the Customer acting as Controller regarding the Data Processing including for data transfers to third countries located outside the EEA;
- Duty to implement appropriate technical and organizational security measures and duty to notify any security breach to the Customer acting as Controller;
- Duty to respect the conditions when engaging a Sub-processor either within or outside the Copado Group;

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- Duty to cooperate with and assist the Customer acting as Controller in complying and demonstrating compliance with the law such as for answering requests from Data Subjects in relation to their rights;
- Provide an easy access to the Copado Processor BCR;
- Right to complain through internal complaint mechanisms;
- Duty to cooperate with the Supervisory Authority;
- Liability, compensation and jurisdiction provisions; and
- National legislation preventing respect of the Copado Processor BCR.

B. Rights enforceable against the Copado Group where the Data Subject is not able to bring a claim against the Customer acting as Controller

Data Subjects may directly enforce against the Copado Group the following elements of the Copado Processor BCR as third-party beneficiaries in those limited situations where a Data Subject is unable to bring a claim against the relevant Customer because such Customer has factually disappeared or ceased to exist in law or become insolvent unless a successor entity has been appointed to assume the legal obligations of the Customer by contract or by operation of law:

- Duty to respect the Copado Group Processor BCR;
- Creation of third party beneficiary rights for Data Subjects;
- Liability of Copado Group for paying compensation and to remedy breaches to the Copado Processor BCR;
- Burden of proof on Copado Group to demonstrate that the member of the Copado Group outside of the EU or the external Sub-processor is not liable for any violation of the rules which has resulted in the Data Subject claiming damages;
- Easy access for the Data Subjects to access the Copado Processor BCR and in particular information about their third party beneficiary rights and on the means to exercise those rights;
- Existence of a complaint handling process for the Copado Processor BCR;
- Duty for the Copado Group to cooperate with the Supervisory Authorities;
- Duty for the Copado Group to cooperate with the Controller;
- Description of the privacy principles;
- List of entities bound by the Copado Processor BCR; and
- Transparency requirement where national legislation prevents the Copado Group from complying with the Copado Processor BCR.

C. Modalities

The Data Subjects' rights as mentioned under sections A and B above shall cover the judicial remedies for any breach of the third party beneficiary rights guaranteed and the right to obtain redress and where appropriate, receive compensation for any damage.

In particular, Data Subjects shall be entitled to lodge a complaint before:

- the competent Supervisory Authority (with a choice for the Data Subject to choose between the Supervisory Authority of the EU Member State of his/her habitual residence, place of work or place of alleged infringement); and
- the competent court of the EU Member State (with a choice for the Data Subject to act before the courts where the Customer or the Copado Group has an establishment or where the Data Subject has his or her habitual residence).

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Where the Copado Group and the Customer involved in the same processing are found responsible for any damage caused by such processing, the Data Subject shall be entitled to receive compensation for the entire damage directly from the Copado Group and the Customer.

The Copado Processor BCR are made available to Data Subjects

<http://www.copado.com/legal/agreements>

8. Liability and Enforcement

Copado's EU contracts with Customers shall include a reference to the Copado Processor BCR and the Copado Processor BCR shall form part of those contracts. These contracts shall comply with Article 28 of the GDPR.

In accordance with such contracts, Customers shall have the right to enforce the Copado Processor BCR against any member of the Copado Group, for breaches they caused including judicial remedies and the right to receive compensation.

9. Cooperation with Supervisory Authorities

The Copado Group shall cooperate with EU member state Supervisory Authorities with jurisdiction over the Copado Group or competent for Customers, reply to any requests they make within a reasonable time frame and abide by the advice and recommendations of the relevant EU member state regarding the interpretation and application of the Copado Processor BCR.

Upon request and subject to duties of confidentiality, the Copado Group shall provide relevant EU member state Supervisory Authorities with jurisdiction over the Copado Group or competent for Customers: (i) a copy of the Copado Group's annual assessment of compliance with the Copado Processor BCR and/or other documentation reasonably requested; and (ii) the ability to conduct an onsite audit of the Copado Group's architecture, systems and procedures relevant to the protection of Personal Data.

10. Local Law Requirements

As set forth in applicable contracts with Customers, the Copado Group shall comply with applicable law in its processing of Personal Data. Where applicable law requires a higher level of protection for Personal Data than provided for in the Copado Processor BCR, the local applicable law shall take precedence.

Where the Copado Group reasonably believes that applicable existing or future enacted or enforceable law prevents it from fulfilling its obligations under the Copado Processor BCR or the instructions of a Customer, it shall promptly notify the Copado Group's Privacy department in addition to affected Customers, the Supervisory Authority competent for the Customer and the Supervisory Authority competent for Copado. In such a case, the Copado Group shall use reasonable efforts to make available to the affected Customers a change in the Services or recommend a commercially reasonable change to the Customers' configuration or use of the Services to facilitate compliance with applicable law without unreasonably burdening Customers. If the Copado Group is unable to make available such change within a reasonable period of time, Customers may terminate the applicable order form(s) in respect to only those Services which cannot be provided by the Copado Group in accordance with applicable law by providing written notice to the member of the Copado Group with whom the Customer has

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contracted. Such Customer shall receive a refund of any prepaid fees for the period following the effective date of termination for such terminated Services.

In accordance with applicable contracts with Customers, the Copado Group shall communicate any legally binding request for disclosure of Personal Data by a law enforcement authority or state security body to the impacted Customer unless the Copado Group is prohibited by law from providing such notification.

To the extent the Copado Group is prohibited by law from providing such notification, the Copado Group shall: (i) review each request on a case-by-case basis; (ii) use best efforts to request that the confidentiality requirement be waived to enable the Copado Group to notify the appropriate Supervisory Authority competent for the Customer.

Transfers of Personal Data by the Copado Group to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

11. Copado Processor BCR and Applicable Law

Where national law applicable to the Copado Group requires a higher level of protection for Personal Data than what is set out in the Copado Processor BCR, then that national applicable law will take precedence over the Copado Processor BCR.

In any event the Copado Group shall process Personal Data in accordance with the national law applicable to the Copado Group.

Appendix A – Services to which the Copado Processor BCR applies

The Copado Processor BCR applies to the services branded as the following:

- Copado Release Management