



**ANAPLAN DATA PROCESSING ADDENDUM
(Processors)**

This Data Processing Addendum (“DPA”) forms part of the Anaplan SaaS Subscription Agreement or other written or electronic agreement separately entered into by Client and Anaplan Limited or Anaplan, Inc. (as relevant) (“Anaplan”) concerning Client’s use of the Anaplan Service and/or Professional Services (the “Agreement”) to reflect the parties’ agreement regarding the Processing of Personal Data in accordance with Data Protection Requirements. Where Anaplan’s contracting party is Anaplan Limited, Anaplan, Inc. is a party to this DPA for the purposes of entering in the Standard Contractual Clauses at Attachment 1. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict, ambiguity or inconsistency between the Agreement (including any policies or schedules referenced therein), and the terms of this DPA, the relevant terms of this DPA shall prevail.

This DPA consists of the Data Processing Terms, and any Attachments. By executing the DPA, Parties are agreeing to all parts.

To complete this DPA, Client must, fill in all of the information marked as “Required” in the signature block below and submit the fully executed document to Anaplan by email at dataprocessingaddendum@anaplan.com, or otherwise to Anaplan with receipt acknowledged by Anaplan in writing.

This DPA will be effective only if it is executed and submitted to Anaplan as described on this page and all items identified as “Required” in the table are completed accurately and in full. If Client makes any deletions or other revisions to this DPA not otherwise agreed in writing by Anaplan, then the revisions will be null and void. This DPA will only apply to the Client that is named in the “Client” field above the signature block and to its Affiliates to the extent such Affiliates are expressly permitted to benefit from the Anaplan Service and/or Professional Services under the Agreement and/or an Order Schedule.

Client’s signatory represents to Anaplan that he or she has the legal authority to bind Client. If the Client entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. If the Client entity signing this DPA has executed an Order Schedule with Anaplan pursuant to the Agreement, but is not itself a party to the Agreement (i.e. is an Affiliate of the Client), this DPA is an addendum to that Order Schedule. The Anaplan entity that is party to the Agreement or Order Schedule, as applicable, is party to this DPA. This DPA is not valid and is not legally binding if the Client entity signing this DPA is neither a party to an Agreement nor an Order Schedule.

Save in respect of those provisions of this DPA which are expressly stated to survive termination, this DPA will terminate automatically upon termination of the Agreement (or Order Schedule, as applicable), or as earlier terminated pursuant to the terms of this DPA.

Upon Anaplan’s receipt of the DPA executed by Client, provided that the formalities set out above have been satisfied and no changes have been made to the DPA, this DPA will become legally binding.

<p>_____ (“CLIENT”) (Full legal name is required.)</p> <p>By (Required): _____</p> <p>Name (Required): _____</p> <p>Title (Required): _____</p> <p>Date (Required): _____</p> <p>Address (Required): _____ _____</p> <p>Attention: _____</p>	<p>ANAPLAN, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>ANAPLAN LIMITED</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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DATA PROCESSING TERMS

In the provision of the Anaplan Service and/or Professional Services (together, the “Services”) to Client pursuant to the Agreement, Anaplan may Process Personal Data on behalf of Client. Anaplan agrees to comply with the following provisions with respect to any Personal Data submitted by or for Client to the Services or collected and Processed by or for Client using the Services.

- 1. Definition.** “Data Protection Requirements” means one or more of the following as may be applicable to the Personal Data processed by Anaplan on behalf of Client in its provision of the Anaplan Service: Data Protection Act 2018 (UK), Directive 95/46/EC of the European Parliament and any laws or regulations implementing it, such as the the General Data Protection Regulation (EU) 2016/679 (“GDPR”), California Consumer Privacy Act Cal. Civ. Code §1798.100 et seq. (“CCPA”), the Personal Information Protection and Electronic Documents Act (Canada), and in each case shall include any equivalent legislation which shall apply to Processing of Personal Data, in each case as amended, extended or re-enacted from time to time and all orders, regulations, statutes, instruments or other subordinate legislation made thereunder in the European Union (“EU”), the European Economic Area (“EEA”) and their member states, Switzerland, the United Kingdom (“UK”), the United States (“US”), and Canada from time to time. The terms “Controller”, “Data Controller”, “Data Processor”, “data subject”, “Processing”, “Processor”, “Personal Data Breach” and “Personal Data”, and where applicable “Business”, “Commercial Purpose”, “Consumer”, “Personal Information”, “Service Provider”, “Sell” and “Verifiable Consumer Request” shall bear the respective meanings given them in the applicable Data Protection Requirements (and “Process” and “Processed” shall be construed accordingly).
- 2. Scope and Roles.** This DPA applies when Personal Data is Processed by the Anaplan Service on behalf of Client. The parties acknowledge and agree that regarding the Processing of Personal Data, Client is the Data Controller and data exporter, Anaplan is a Data Processor and (where such Anaplan entity is based outside the EEA) data importer, and Anaplan will engage sub-processors pursuant to the requirements set forth in Section 10 (“Sub-processors”) below. Client acknowledges that it has exclusive control and responsibility for determining the means and purposes and what Personal Data Client submits to the Anaplan Service and warrants it has all authority, grounds, rights and consents and permissions for submission and transfer of Personal Data and Processing by Anaplan under the Agreement and this DPA. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data and categories of data subjects shall be as set out in Schedule 1 (which may be updated by the parties in writing from time to time) and the Client warrants it is accurate. The Client shall comply with the Data Protection Requirements in relation to the Personal Data and Anaplan shall comply with the relevant provisions of the Data Protection Requirements applicable to it as a Data Processor in respect of the Processing of Personal Data in accordance with these terms.
- 3. Confidentiality.** Anaplan shall ensure that the Anaplan personnel authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4. Data Processing.** To the extent Client, in its use of the Anaplan Service, submits Personal Data to Anaplan, then as Data Processor, Anaplan shall: (a) Process Personal Data as a Data Processor in accordance with Client’s documented instructions as set out in this Agreement/Order unless required to do otherwise by European Union, English or Member State law to which Anaplan is subject (in which case Anaplan shall inform the Client of that legal requirement before Processing unless that law prohibits such information on important grounds of public interest); (b) taking into the account the state of the art, the costs of implementation and the nature scope context and purposes of processing as well as the risk of the varying likelihood and severity of rights and freedoms of natural persons in relation to the Personal Data implement appropriate technical and organizational measures to protect Personal Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access or Processing of Personal Data, including as appropriate pseudonymisation and encryption of Personal Data provided that if the Client requests and Anaplan agrees to any additional specific requirements over and above the Anaplan measures referred to in paragraph 7 below the Client shall pay for Anaplan’s reasonable cost and expenses charged at Anaplan’s standard rates (provided that Anaplan shall (i) notify Client in advance that such change is chargeable, (ii) provide Client with an estimate of such charges; and (iii) not incur any such charges without the Client’s written approval); (c) to the extent Client is unable to correct, amend, block or delete Personal Data contained in the Anaplan Service, assist with any lawful and commercially reasonable request by Client to facilitate such actions (and the Client shall pay for Anaplan’s reasonable cost and expenses at Anaplan’s standard rates (provided that Anaplan shall (i) notify Client in advance that such change is chargeable; (ii) provide Client with an estimate of such charges; and (iii) not incur any such charges without the Client’s written approval); (d) notify Client if receives a request from a Data Subject for access to, correction, amendment or deletion of that Data Subject’s Personal Data; (e) not respond to any request from a Data Subject without the Client’s prior



consent save as required by law; (f) taking into account the nature of the Processing and the information available seek to assist Client to comply with Articles 32 to 36 of the General Data Protection Regulation (inclusive) and the Client shall pay for Anaplan's reasonable cost and expenses charged at Anaplan's standard rates (provided that Anaplan shall (i) notify Client in advance that such change is chargeable; (ii) provide Client with an estimate of such charges; and (iii) not incur any such charges without the Client's written approval); (g) notify Client without undue delay after it becomes aware of a Personal Data Breach; h) ensure that it enters into a written agreement with each sub-processor of the Personal Data on terms substantially equivalent to the terms of this DPA; (i) following termination of the Agreement delete the Personal Data in accordance with the section of the Subscription Agreement that describes treatment of Client Data following expiration or termination unless European Union or Member State law to which Anaplan is subject requires storage of the Personal Data; (j) make available to the Client all information necessary to demonstrate compliance with Article 28 of the General Data Protection Regulation and comply with paragraph 9 below in respect of audits and inspections; and (k) immediately inform the Client if, in its opinion, an instruction of the Client pursuant to paragraph (j) infringes the GDPR or other EU or EU Member State data protection provisions.

5. **Data Transfer.** Anaplan shall not, transfer any Personal Data from the EEA, the EU, or Switzerland to a country which does not ensure an adequate level of protection of personal data within the meaning of the Data Protection Requirements, unless it has ensured adequate levels of protection or procured the entering into of the Standard Contractual Clauses (or such other agreement which may be approved from time to time as providing an adequate level of protection for Personal Data). The "Standard Contractual Clauses" means the "Standard Contractual Clauses (processors)" adopted by the European Commission pursuant to Commission Decision C(2010)593 for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection, as set out in Attachment 1 to these Data Processing Terms.
6. **Transfer Mechanism.** Without limiting Anaplan's obligations under the Agreement, at all times during and after the Subscription Term for the purpose of data retrieval as set out in the Agreement, Anaplan agrees that Personal Data will only be stored on, and processed by, servers located in Anaplan Service data center(s) located in the EEA, the EU or Switzerland, provided however the parties agree that, to the extent that the Client and Anaplan, Inc. have executed the Standard Contractual Clauses (and provided that such Standard Contractual Clauses remain in force) Anaplan, Inc. may access Personal Data from the United States solely for purposes of providing internal administrative, operations and support processes necessary to providing the Services, as required under and in compliance with the Agreement and provided always that Anaplan complies with the terms of the Agreement relating to the Processing of and security of such Personal Data. Client acknowledges and agrees that Anaplan shall not require any prior approval of the Client if Anaplan changes the location of any servers hosting Personal Data located in Anaplan Service data center(s) in the EEA to either a server located in Anaplan Service data center(s) within the same jurisdiction, or a jurisdiction within the EEA that provides an equivalent level of data protection (as determined from time to time by the European Commission) and subject always to Anaplan's compliance with the terms of the Agreement.
7. **Security Responsibilities.** Anaplan is responsible for implementing and maintaining the technical and organizational measures for the Anaplan Service as described in the security standards designed to help Client secure Personal Data against unauthorized processing and accidental or unlawful loss, access or disclosure, which can be found at <https://www.anaplan.com/legal/policies/security>.
8. **Security Breach Notification.** Anaplan maintains security incident management policies and procedures specified in the Security Documentation and shall, to the extent permitted by law, notify the Client without undue delay after it becomes aware of any Personal Data Breach.
9. **Certifications and Audits.** For the Anaplan Service, during the term of the Agreement Anaplan, at its own expense, will engage an internationally recognized independent third party auditor to perform regular audits (at least annually) and to provide a valid SOC 1 Type 2 (SSAE 16 or ISAE 3402) and/or SOC 2 Type 2 report. Upon Client's written request but no more than annually, and subject to the confidentiality obligations set forth in the Agreement, Anaplan shall provide a copy of Anaplan's then most recent third-party audits or certifications, as applicable, or any summaries thereof, that Anaplan generally makes available to its Clients at the time of such request. Client may contact Anaplan in accordance with the "Notices" Section of the Agreement to request an on-site audit in respect of Personal Data, but only to the extent the scope of such audit is not addressed in the audit reports provided by Anaplan. Before the commencement of any such on-site audit, Client and Anaplan shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Client shall be



responsible. Client shall reimburse Anaplan for any time or reasonable costs expended for any such on-site audit at the Anaplan's then-current standard rates for Professional Services, which shall be made available to Client upon request. Client shall promptly notify Anaplan with information regarding any non-compliance discovered during an audit. All audit information is subject to the confidentiality obligations of the Agreement.

- 10. Sub-processors.** The Client consents to Anaplan engaging sub-processors in relation to the Personal Data as currently set out in Anaplan's list of sub-processors found at <https://www.anaplan.com/legal/platform-subprocessors>. The Client may subscribe to notifications of new sub-processors for the Anaplan Service <https://anaplan.com/legal/subprocessor-subscribe>. If Client subscribes, Anaplan shall provide notification of a new sub-processor(s) before permitting any new sub-processor(s) to Process Personal Data in connection with the provision of the Anaplan Service. All sub-processors are required to abide by substantially equivalent obligations as Anaplan under this DPA as applicable to their performance of the Anaplan Service. Client may object to Anaplan's use of a new sub-processor by notifying Anaplan promptly in writing within ten (10) business days after receipt of Anaplan's notice in accordance with the subscription mechanism set out in this Section 10. In the event Client objects to a new sub-processor, as permitted in the preceding sentence, Anaplan will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new sub-processor without unreasonably burdening the Client. If Anaplan is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may terminate the applicable Order Schedule (s) without liability with respect only to those Services which cannot be provided by Anaplan without the use of the objected-to new sub-processor by providing written notice to Anaplan and Client shall have no obligation to make any payment of subscription fees for the remaining portion of the Subscription Term under the Agreement.
- 11. Client obligations.** The Client shall (at its own cost) provide assistance requested by Anaplan in relation to the fulfilment of the Anaplan obligation to cooperate with the relevant supervisory authority under Article 31 GDPR. Notwithstanding any other provision of this DPA or the Agreement, Anaplan shall be entitled to respond to and provide all relevant information in respect of requests or orders issued by such supervisory authority.

SCHEDULE 1

Subject-matter of the processing	SAAS Cloud platform services
Duration of the processing	The term of the Anaplan SAAS Subscription Agreement
Nature and purpose of the processing	Provision of the Anaplan Service
Type(s) of personal data	<ul style="list-style-type: none"> • First and last name • Title • Position • Employer • Contact information (company, email, phone, physical business address) • ID data • professional life data • personal life data • connection data • localisation data • any application-specific data which Clients' Users enter into the Anaplan Service.
Categories of data subjects	<ul style="list-style-type: none"> • Prospects, Clients, business partners and vendors of data exporter (who are natural persons) • Employees or contact persons of data exporter's prospects, Clients, business partners and vendors • Employees, agents, advisors, freelancers of data exporter (who are natural persons) • Data exporter's Users authorized by data exporter to use the Anaplan Service

ATTACHMENT 1
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organisation:

Address:

Tel.: ; fax: ; e-mail :

Other information needed to identify the organisation:

..... (the data **exporter**)

And

Name of the data importing organisation: Anaplan, Inc.

Address: 50 Hawthorne Street, San Francisco, California 94105, U.S.A.

Tel.: +1 415-742-8199; fax: Fax: +1 415-202-6481; e-mail: privacy@anaplan.com

Other information needed to identify the organisation: Not applicable

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

For the purposes of the Clauses:

Clause 1

Definitions

1. 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
2. 'the data exporter' means the controller who transfers the personal data;
3. 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
4. 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

5. 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
6. 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful

forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to



the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Data Exporter is (i) the legal entity that has subscribed to the Anaplan Service (which allow its Users to enter, amend, use, delete or otherwise process Personal Data as contemplated under the Agreement) and executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Client established within the European Economic Area (EEA) and Switzerland that have purchased Anaplan Service on the basis of one or more Order Schedule(s).

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Anaplan, Inc. and its sub-processor is a provider of enterprise cloud computing planning and modelling solutions which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement. The Anaplan Services include the hosting of the Anaplan Service and the provision of technical support to Clients, their Affiliates and their respective Users as contemplated under the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the Anaplan Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, Clients, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporter's prospects, Clients, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's Users authorized by data exporter to use the Anaplan Service

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to the Anaplan Service, the extent of which is determined and controlled by the data exporter 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
- connection data
- localisation data
- any application-specific data which Clients' Users enter into the Anaplan Service including Bank Account data, Credit or Debit Card data.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Data exporter may submit special categories of data to the Anaplan Service, 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, trade-union membership, and the processing of data concerning health or sex life.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by data importer is the performance of the Anaplan Service pursuant to the Agreement.

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name:

Authorised Signature

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

If the Anaplan Service is subject to different technical support terms, as set forth in the respective Supplement or Order Schedule.

In all other cases, the Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Anaplan Service, as described in the Security Documentation applicable to the specific Anaplan Service purchased by data exporter, and accessible via <http://help.anaplan.com> or otherwise made reasonably available by data importer, including Anaplan's Data and Security Policy, which can be found at <https://www.anaplan.com/legal/policies/security>. Data importer may change these at any time without notice by keeping a comparable or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without materially diminishing the overall security of the Anaplan Service during a subscription term.



APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

Anaplan Service: means Anaplan's hosted service (accessible by Users via supported web browsers through the login page at www.anaplan.com), which may include ancillary Anaplan-proprietary products, Anaplan Applications and/or Professional Services provided to Client by Anaplan, as specified in an Order Schedule or SOW. The Anaplan Service exclude Third Party Applications.

ATTACHMENT 2
Confirmation of CCPA Obligations

CCPA. If Anaplan processes Personal Information governed by CCPA on behalf of Client in its provision of the Anaplan Service, this Attachment 2 shall apply to Anaplan's processing of such Personal Information. Parties acknowledge and agree that regarding the Personal Information that is processed by Anaplan on behalf of Client, for the purposes of CCPA, Client is the Business and Anaplan is the Service Provider

- 1. Purpose of Processing.** Anaplan will not retain, use or disclose Personal Information for any purpose other than for the specific purpose of providing the Services to Client. Anaplan acknowledges and agrees that it shall not retain, use or disclose Personal Information for a commercial purpose other than providing the Services to Client.
- 2. No Sale of Personal Information.** Anaplan will not Sell any Personal Information to any third party without the prior written consent of Client.
- 3. Transfer of Personal Information.** Anaplan shall not disclose, release, transfer, make available or otherwise communicate any Personal Information to any third party without the prior written consent of the Client unless and to the extent that such disclosure is made to a Subprocessor for a business purpose, provided that Anaplan has entered into a written agreement with Subprocessor which imposes the same obligations on the Subprocessor with regard to their Processing of Personal Information as are imposed on Anaplan under this DPA and the Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict Anaplan's ability to disclose Personal Information to comply with applicable laws.
- 4. Required consents.** Where required by applicable laws, the Client will ensure that it has obtained/will obtain all necessary consents, and has given and will give all necessary notices, for the Processing of Personal Information by Anaplan.
- 5. Consumer Rights Requests.** Anaplan shall comply with applicable requirements of the CCPA and shall assist Client, where possible, with enabling Client to respond to CCPA Consumer Rights Requests as required by CCPA.
- 6. Notice of Requests.** Anaplan shall promptly notify Client of any request received by Anaplan from a CCPA Consumer regarding the Personal Information of the CCPA Consumer processed by Anaplan on behalf of Client with the Anaplan Service, and shall not respond to the CCPA Consumer except to direct such CCPA Consumer to contact the Client.