



## DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) applies to any license or subscription services agreement or professional services work order (each, a “**Schedule**”), between the Pegasystems corporate entity (“**Pegasystems**”) and the Client Name (“**Client**”) that are parties to such Schedule, pursuant to which Pegasystems processes Client Personal Data. This Addendum only applies to direct sales between Pegasystems and Client. By following the below instructions to execute this Addendum, Client agrees to the terms herein on behalf of itself, and on behalf of Client’s affiliates to the extent they access Professional Services or Subscription Services provided by Pegasystems under a Schedule.

### HOW TO EXECUTE THIS ADDENDUM

To execute this Addendum, Client must:

1. complete the information in the signature box on page 5 and sign;
2. complete and sign the Data Exporter information on pages 12 and 14; and
3. send the completed and signed Addendum to Pegasystems at [CommOps@pega.com](mailto:CommOps@pega.com). Upon Pegasystems’ receipt of the validly signed Addendum, this Addendum will be legally binding.

This Addendum is between Pegasystems and Client (each a “**party**” and together the “**parties**”) and is made part of the Schedule(s) in effect between the parties.

For the purposes of this Addendum, the following definitions apply: “**Client Application**” means a unique collection of rules and processes as part of one or more new RuleSets that are created using the Software and that provide specific business functionality for the Client. “**Client Personal Data**” means any information relating to any identified or identifiable natural person, or any other data regulated by Data Protection Law, that is transferred, processed or stored as part of the Subscription Services by or on behalf of Client. “**Data Protection Law**” means any law governing the processing of **Client Personal Data** under the applicable Schedule(s) to which Client or Pegasystems is subject. “**Environment**” means one of the Pega Cloud deployments provided by Pegasystems. “**Pega Cloud**” means a Pegasystems’ managed, virtual private cloud (VPC) deployment of the Client Application. “**Subscription Services**” means the Pega Software which is made available to Client for use on the Pega Cloud, including any enhancements, updates, upgrades, modifications, releases, Environments, data storage, or other services pursuant to an applicable Schedule. The terms “**controller**”, “**data subject**”, “**personal data**”, “**processing**”, “**processor**”, and “**personal data breach**” shall have the respective meanings given those words in the Regulation (EU) 2016/679 (“**GDPR**”).

#### 1. Data Processing

Each party agrees to comply with its obligations under Data Protection Law. Client agrees that its instructions to Pegasystems and its use of the services or Subscription Services under the applicable Schedule will comply with applicable Data Protection Law and will not cause Pegasystems to infringe applicable Data Protection Law. Client will ensure that it has the necessary consents, notices and other requirements to enable lawful processing.

To the extent Data Protection Law applies to Pegasystems’s processing of Client Personal Data, then the following terms apply:

- a. The parties intend that, in relation to such processing, Client is the controller and Pegasystems is a

- processor.
- b. The subject matter and details of the processing, including the type of Client Personal Data and categories of data subjects, are set forth in the applicable Schedule.
  - c. Each party will comply with the obligations applicable to it pursuant to the Data Protection Law;
  - d. The duration of the processing shall be from the date of this Addendum, (or, if later, from the date Client Personal Data is first processed through the provision of the use of the Pega Service), until the Schedule expires or terminates.
  - e. The purpose of the processing is to provide the Client with the services or Subscription Services pursuant to Data Protection Law as set forth in the applicable Schedule and any purpose compatible therewith.
  - f. When acting as the controller, Client is responsible for the processing, access and use of Client Personal Data, and for responding to data subjects' requests concerning their rights under the Data Protection Law. If Client is unable to respond to or fulfill such requests, Pegasystems shall assist Client by providing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Client's obligation to respond to such requests.
  - g. Client authorizes Pegasystems to process Client Personal Data in order to provide the services or Subscription Services in accordance with the terms and conditions of the Agreement. Pegasystems shall only process Client Personal Data in accordance with Client's documented instructions, including with regard to transfers of Client Personal Data to a third country, unless otherwise required by Data Protection Law to which Pegasystems is subject; in such cases Pegasystems shall inform Client of any legal requirement, unless prohibited by Data Protection Law.
  - h. Client may provide additional instructions to Pegasystems about the processing of Client Personal Data. The parties shall negotiate in good faith with respect to any change in the services or Subscription Services and any additional fees that Pegasystems may charge to carry out such instructions.
  - i. Retention, return and/or deletion of any Client Data, including Client Personal Data, will be governed by the terms of the Agreement unless Data Protection Law requires Pegasystems to retain a copy of such Client Data.

To the extent only that European Data Protection Law applies to Pegasystems processing of the Data, the following additional terms apply:

- j. The parties agree that the EU Standard Contractual Clauses ("**SCCs**") set out in Exhibit 1 apply only if (i) Client Personal Data to which the European Data Protection Law applies is transferred by Client located in the EEA to Pegasystems located in a country that is outside of the EEA for which there is no European Commission adequacy finding. For the purposes of Exhibit 1, Pegasystems is the "**data importer**" and Client is the "**data exporter**". Where the SCCs are applicable, Pegasystems Inc. is the signatory to the SCCs. Where the Pega entity that is a party to this DPA is not Pegasystems Inc., (but is in such a country outside of the EEA for which there is no European Commission adequacy finding) that Pega entity is carrying out the obligations of the data importer on behalf of Pegasystems Inc.
- k. Pegasystems shall provide commercially reasonable assistance to Client in ensuring compliance with the Client's obligations regarding (1) the security of Client Personal Data (GDPR Art. 32-34, where applicable), and (2) Data Protection Impact assessments and prior consultation (GDPR Art. 35-36); taking into account the nature of the processing carried out by Pegasystems and the information available to Pegasystems.
- l. Where the European Data Protection Law applies the processing of Client Personal Data, and where



certifications and other information provided by Pegasystems are insufficient to respond to Client's request that Pegasystems demonstrate compliance with its obligations under GDPR Art. 28, subject to Client and/or its representatives signing suitable undertakings of confidentiality, Pegasystems shall allow the Client and/or its representatives to conduct an audit once annually at a mutually agreed time of all procedures and documentation necessary to demonstrate Pegasystems' compliance with GDPR Article 28. Pegasystems shall cooperate with such audits in a reasonable manner.

## 2. Subprocessors and Affiliates

- a. Pegasystems may engage the services of its affiliates and subprocessors published at: <https://www.pega.com/subprocessors> (the "**Website**") to provide the Pega Cloud. Pegasystems may also engage subprocessors in the course of providing professional services. Client consents to the use of subprocessors, including as concerns data transfers. Pegasystems shall inform Client by updating the Website, or by notifying Client in writing, of any intended changes concerning the addition or replacement of the subprocessors. Client will have 14 days from the date of such notice to object to the change. In the event of no objection, Client is deemed to have accepted the subprocessor. If Client objects in good faith to the appointment or replacement of a subprocessor, Client shall cooperate with Pegasystems in good faith in determining a replacement subprocessor. If the parties are unable to agree on a replacement subprocessor within a reasonable time period, Pegasystems or Client may terminate the affected Schedule(s) with immediate effect on written notice to the other party.
- b. Where Pegasystems engages the services of an affiliate or subprocessor for carrying out any part of the services or Subscription Services, it shall impose on that subprocessor substantially the same data protection obligations as set forth herein, including sufficient guarantees to implement the technical and organizational measures appropriate for their processing obligations. Pegasystems is fully liable to Client for the performance of its subprocessors' data protection obligations.
- c. Pegasystems shall ensure that its personnel, and those of its affiliates and subprocessors, authorized to provide Subscription Services have committed themselves to appropriate obligations of confidentiality.

## 3. Technical and Organizational Measures

- a. Pegasystems has implemented and shall maintain appropriate technical and organizational security measures for the processing of Client Personal Data in the context of providing the Pegasystems services in such a manner (i) to ensure a level of security appropriate to the risk to the Client Personal Data when it is processed by Pegasystems and (ii) to enable Pegasystems to assist Client in the fulfillment of its obligations to respond to requests from data subjects exercising their rights under Data Protection Law.
- b. Pegasystems will not assess the content of Client Personal Data in order to identify information subject to specific legal requirements. Client is solely responsible for complying with incident notification laws applicable to Client and fulfilling any third-party notification obligations related to regulators and/or data subjects.

## 4. Data Residency and Data Transfer

Pegasystems offers geographically segmented data residency services specific to its Pega Cloud offering. If Client selects a regional zone in the European Union in the applicable Subscription Schedule, then Client Data, including all Client Personal Data, will be stored at a data center(s) in the European



Union and will not be transferred or accessed from outside of the European Union except at the Client's instruction or in connection with a support request submitted by Client. Pegasystems may provide network monitoring and system provisioning activities for the Environments from its network operation centers located inside and outside of the European Union.

5. Disclosures

Except as required otherwise by law, Pegasystems shall: (i) promptly notify Client of any subpoena, judicial, administrative or arbitral order of a government entity that relates to the Client Personal Data which Pegasystems is processing on behalf of Client; and, at Client's request, provide assistance reasonably requested by Client to respond to the demand in a timely fashion.

*[Signature Page Follows]*



NOTWITHSTANDING THE SIGNATURES THIS ADDENDUM IS ONLY LEGALLY BINDING BETWEEN CLIENT AND THE PEGASYSTEMS CORPORATE ENTITY THAT SIGNED THE SCHEDULE(S) IN REFERENCE TO WHICH THIS ADDENDUM IS ENTERED INTO.

**Pegasystems Inc.**

Signature [Signature]

Name Mike Podol

Title Vice President

Date Signed 31 May 2019

**Pegasystems PTY Limited**

Signature [Signature]

Name Luke McCormack

Title VP & MD Pega Asia Pacific

Date Signed 04 June 2019

**Pegasystems Limited**

Signature [Signature]

Name Harvey Bishop

Title Senior Legal Director EMEA

Date Signed 03 June 2019

**Pega Japan K.K.**

Signature [Signature]

Name Nobuhiko Watanabe

Title President/Managing Director

Date Signed 03 June 2019

**Pegasystems PTE Limited**

Signature [Signature]

Name Luke McCormack

Title VP & MD Pega Asia Pacific

Date Signed 04 June 2019

**Pegasystems Software (Beijing) Co. Limited**

Signature [Signature]

Name Stathi Kouninis

Title YP Finance

Date Signed 01 June 2019

Signed for and on behalf of the **Client**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date Signed \_\_\_\_\_

## EXHIBIT 1

**Commission Decision C (2010)593  
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, the Client and Pegasystems (as each are defined in the Addendum to which these Standard Contractual Clauses are attached) 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.

*Clause 1***Definitions**

For the purposes of the Clauses:

- (a) *'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<sup>1</sup>;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'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;
- (d) *'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;
- (e) *'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;
- (f) *'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.

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<sup>1</sup> Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

*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<sup>2</sup>***

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

<sup>2</sup> Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.



- 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<sup>3</sup>. 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.

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<sup>3</sup> This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.



- 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): Pegasystems Inc.

Position: Vice President

Address: One Rogers Street, Cambridge, MA 02142

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

DocuSigned by: [Signature] 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):

Client that has executed the SCCs and all of Client affiliates in the EEA or Switzerland or the United Kingdom or its clients and end users located in EEA or Switzerland or the United Kingdom that use the Subscription Services pursuant to the applicable Schedule.

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**Data importer**

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

Where Client transfers to Pegasystems any EEA personal data to which Data Protection Law applies, Pegasystems shall be the "data importer". Where a non-EEA Client imports personal data on behalf of its clients and end users located in the EEA, the term "data importer" means Client.

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**Data subjects**

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

Individuals about whom data is provided or made available to Pegasystems or its affiliates or subprocessors via the Subscription Services by or at the direction of Client or its clients or end users.

.....

**Categories of data**

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

.....Data relating to individuals provided to Pegasystems or its affiliates or subprocessors via the Subscription Services by or at the direction of Client or its clients or end users, or through the provision of Subscription Services.

.....  
.....

**Special categories of data (if appropriate)**

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

Data relating to individuals provided to Pegasystems or its affiliates or subprocessors via the Subscription Services by or at the direction of Client or its clients or end users, or through the provision of Subscription Services.

.....  
.....

**Processing operations**

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



...Processing of Client or its clients' or end users' personal data as part of the provision of Subscription Services by Pegasystems or its affiliates or subprocessors in accordance with the Addendum and the applicable Schedule.

.....  
.....


DATA EXPORTER

Name:.....

Authorised Signature .....

DATA IMPORTER

Name:.....Mike Podol.....

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.

**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):**

*Pegasystems will maintain technical, administrative and physical security measures at least equivalent to those described in the applicable Schedule and, if applicable, the operating guides associated with the Pega Cloud as published from time to time on Pegasystems' web site at <https://community.pega.com/knowledgebase/pega-cloud>.*

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