

DATA PROCESSING ADDENDUM
(FOR TRANSFER OF PERSONAL DATA OUTSIDE THE EEA)

How to execute this Data Processing Addendum (“DPA”):

1. This DPA consists of:
 - the main body of the DPA, which explains the relationship between you and Zoho Group; and
 - Schedule 1 (and its Appendices), which sets out the European Commission's standard contractual clauses.
2. The customer signing the DPA must be the entity that will actually provide Personal Data to Zoho US and must be the same entity that has agreed to Service Agreement.
3. To complete this DPA, you must:
 - a. insert your company information in the DPA;
 - b. review and complete the relevant fields in Appendix 1 of the Clauses in order to describe the type of Personal Data that you may transfer to us; and
 - c. sign the DPA by an appropriately authorised signatory.
4. The completed and signed DPA must then be sent to legal@zohocorp.com.
5. Zoho will review and verify the information that you have provided. Once verified, Zoho will sign the DPA and the DPA will become legally binding.

THIS DATA PROCESSING ADDENDUM is made on _____.

Between:

- (1) _____ incorporated and registered in _____
with company number _____ whose registered office is at
_____(the “**Data Exporter**”).
 - (2) **ZOHO CORPORATION** incorporated and registered in the United States of America with company number 3019282 whose registered office is at 4141 Hacienda Drive, Pleasanton, California 94588, USA (“**Zoho US**”).
 - (3) **ZOHO CORPORATION PVT. LTD.** incorporated and registered in India whose registered office is at Estancia IT Park, Plot No. 140 & 151, GST Road, Vallancherry Village, Chengalpattu Taluk, Kanchipuram District 603 202, INDIA (“**Zoho India**”).
- (each a **party** and together the **parties**).

Background:

1. The Data Exporter and Zoho US have entered into an agreement for the provision of services under the Terms of Service or other electronically signed service agreement (the appropriate one, hereinafter “**Service Agreement**”). Under the Service Agreement, data provided by the Data Exporter shall be stored and Processed by Zoho US in the US and may be accessed on a need basis for support functions that are provided by Zoho India from India.
2. Where the Data Exporter is based in the European Economic Area (**EEA**), the parties acknowledge that the transfer of Personal Data by the Data Exporter to Zoho US will involve transfer of data outside the EEA and access by Zoho India will involve an onward transfer from the US to India.
3. Where the Data Exporter is based in the US, the parties acknowledge that access of Personal Data by Zoho India will involve onward transfer of such Personal Data from the US to India.
4. Where the Data Exporter is not based in the US or the European Economic Area (**EEA**), the parties acknowledge that the transfer of Personal Data by the Data Exporter to Zoho US will involve onward transfer of Personal Data from the country in which Data Exporter is based to the US and access by Zoho India will involve a further onward transfer from the US to India.
5. Accordingly, for the purposes of Applicable Data Protection Laws, such as Article 26(2) of the Directive (as defined below) the parties have agreed on the Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries (the “**Clauses**”) as set out in Schedule 1 in order to adduce adequate safeguards (with respect to the protection of privacy and fundamental rights and freedoms of individuals) for the transfer by Data Exporter to Zoho US, and access by Zoho India, of the Personal Data specified in Appendix 1 of the Clauses.

The parties agree as follows:

1. Interpretation

1.1 In this **DPA**:

“Applicable Data Protection Laws” means all laws and regulations that apply from time to time to data Processing activities by any of the parties, including, but not limited to the Directive and (with effect from 25 May 2018) the General Data Protection Regulation;

“Directive” means 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;

“Terms of Service” shall mean the terms and conditions available at <http://www.zoho.com/terms.html> and any additional terms and conditions specific to each of the services for access and use of such services, as modified from time to time; and

“Personal Data”, “Process”/“Processing”, “Data Controller”, “Data Processor”, “Sub-Processor” and **“Data Subject”** shall have the same meanings as in Applicable Data Protection Laws;

“Zoho Group” means Zoho US and any other entity that is controlled by, or is under common control with Zoho US, including Zoho India, engaged in the Processing of Personal Data.

1.2 This DPA consists of the main body of the DPA and Schedule 1. Any reference to this DPA includes the Schedule.

2. Data Transfers

2.1 The parties acknowledge that, in respect of any Personal Data transferred from the Data Exporter to Zoho US in connection with the Service Agreement, the Data Exporter is the Data Controller and Zoho US is the Data Processor; and in respect of Personal Data accessed by Zoho India for support functions, the Data Exporter is the Data Controller and Zoho US and Zoho India are each Data Processors.

2.2 In respect of any Personal Data transferred by the Data Exporter to Zoho US, the parties agree that the provisions of Schedule 1 to this DPA shall apply in respect of such transfer, with Zoho US acting as the Data Importer.

2.3 In respect of any Personal Data accessed by the employees of Zoho India for support functions that are provided from India, the parties agree that the provisions of Schedule 1 to this DPA shall apply in respect of such access, with Zoho India acting as the Data Importer.

2.4 This DPA is supplementary to the Service Agreement. The scope of this DPA is strictly limited to the provisions around the transfer of Personal Data as part of the services provided under the Service Agreement and shall not otherwise amend or supersede any rights or obligations of the parties to the Service Agreement.

3. Onward Transfers

3.1 Where the Data Exporter is not based in the EEA, for the purpose of Clause 9 and Clause 11(3) of the Clauses, the parties agree that this DPA including the Clauses will be governed and construed in accordance with the laws of the Netherlands.

3.2 Where the onward transfers and further onward transfers of Personal Data occur as specified under paragraphs 2, 3 and 4 of the Section titled 'Background', the parties understand that the rights and obligations under the Clauses shall be interpreted to apply to such onward transfers and further onward transfers of Personal Data.

4. Obligations of Zoho Group

4.1 For the purpose of Clause 5(a) of the Clauses, the Data Exporter agrees that its instructions to the Zoho Group for Processing Personal Data are (and shall remain for the duration of the Service Agreement) (i) Processing such data strictly in accordance with the Service Agreement; (ii) Processing initiated by Data Exporter via the user interface of the services; and (iii) Processing to comply with other documented reasonable instructions provided by Data Exporter (eg., via email) where such instructions are consistent with the Service Agreement. Zoho Group shall not be obliged to act in accordance with any instructions outside the scope of the Service Agreement except with the prior written agreement of both parties.

4.2 For the purpose of Clause 5(d)(iii) of the Clauses, the Data Exporter agrees that Zoho Group is authorised to respond in the first instance to any request in order to establish that the request is in respect of Personal Data for which the Data Exporter is a Data Controller.

4.3 For the purpose of Clause 5(e) of the Clauses (and subject to being permitted under relevant law), the parties agree that Zoho Group shall have the right to charge the Data Exporter for any reasonable costs or expenses incurred by the Zoho Group in order to deal promptly and properly with such inquiries.

4.4 For the purpose of any audit request by the Data Exporter (whether under Clause 5(f), Clause 11 or Clause 12) of the Clauses, the Data Exporter acknowledges and agree that:

- (i) it shall, in the first instance, always try to obtain the required information by requesting from the Zoho Group such evidence of independent third party audits and appropriate certification as the Zoho Group may already hold;
- (ii) where the Data Exporter requires an audit of the data processing facilities used for the Processing activities covered by the Clauses, the Data Exporter shall always exercise such rights (at the Data Exporter's cost) via an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, and selected, where applicable, in agreement with the relevant supervisory authority and before commencement of such an audit shall agree with the Zoho Group the scope, scheduling and duration of such activity with a view to minimising any disruption to the Zoho Group; and
- (iii) the Zoho Group shall have the right to charge the Data Exporter for any reasonable costs or expenses incurred by the Zoho Group in order to comply with the audit requirements.

4.5 For the purpose of Clause 5(h) of the Clauses, the Data Exporter hereby agrees that the Zoho Group may authorise its affiliates and other third party entities as "Sub-Processors" in order to Process the Personal Data. In each case, any such Sub-Processor shall be permitted to Process Personal Data solely in accordance with the instructions of the Zoho Group and not for any other purpose. The Zoho Group shall ensure that the Processing activity is carried out by the Sub-Processor in accordance with at least the same level of protection for the Personal Data and the rights of Data Subject as applicable to the Zoho Group under the Clauses. With effect from 25 May 2018, Zoho Group shall (i) make available to Data Exporter the list of current Sub-Processors through the Privacy Policy

statement applicable for the services; and (ii) provide email notification prior to appointment of any new Sub-Processor (irrespective of whether such new Sub-Processor is appointed for carrying out an existing Processing function or a new Processing function). Upon notification regarding Zoho Group's intention to engage a new Sub-Processor, Data Exporter may object to such engagement by notifying Zoho Group promptly in writing within ten (10) business days after receipt of Zoho Group's notice. In the event Data Exporter objects to a new Sub-Processor, as allowed in the preceding sentence, Zoho Group will recommend to the Data Exporter commercially reasonable changes in the configuration or use of the services to avoid Processing of Personal Data by the proposed new Sub-Processor. If Zoho Group is unable to assist Data Exporter with its objection regarding engagement of a new Sub-Processor within a reasonable period of time, which shall not exceed thirty (30) days, Data Exporter may, upon written notice to Zoho Group, terminate the Service Agreement. In the event of such termination, Zoho Group will refund Data Exporter on a pro-rata basis any amounts paid by such Data Exporter for use of the services.

- 4.6 For the purpose of Clause 5(j) of the Clauses, the parties agree that any Sub-Processor agreement sent pursuant to Clause 5(j) shall be provided by the Zoho Group promptly following written request from the Data Exporter and may be redacted to remove any commercial information or other clause unrelated to the Clauses.
- 4.7 For the purpose of Clause 12 of the Clauses, the parties acknowledge and agree that the return or destruction of the Personal Data transferred shall be achieved via the Data Exporter initiating the export or deletion (as the case may be) of such Personal Data via the user interface made available by the Zoho Group. Once initiated by the Data Exporter, a requested deletion shall be finalised on completion of the next routine clean-up cycle. The parties agree that, upon the request of the Data Exporter, the Zoho Group shall provide confirmation of the completion of the relevant clean-up cycle as certification of destruction of the Personal Data.

5. Additional Provisions (not covered by Clauses)

- 5.1 Data Exporter's Processing of Personal Data: Data Exporter agrees that with respect to its use of the services, (i) its instructions to Zoho Group for Processing Personal Data will comply with Applicable Data Protection Laws; and (ii) it remains solely responsible for determining the legality by which Data Exporter acquires and Processes the Personal Data.
- 5.2 Confidentiality Obligations of Zoho Group Personnel: Zoho Group shall ensure that its personnel engaged in the Processing of Personal Data (i) are informed of the confidential nature of the Personal Data; and (ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 5.3 Data Protection Impact Assessment: With effect from 25 May 2018, upon Data Exporter's request, to the extent Data Exporter does not otherwise have access to the relevant information and to the extent such information is available to Zoho Group, Zoho Group shall provide Data Exporter with reasonable cooperation and assistance needed to fulfil Data Exporter's obligation under the GDPR to carry out a data protection impact assessment with respect to Data Exporter's use of the services. Zoho Group shall have the right to charge the Data Exporter for any reasonable costs or expenses incurred by the Zoho Group in order to assist Data Exporter with data protection impact assessment.
- 5.4 Data Subject Request and Assistance to Data Exporter: With respect to a request from a Data Subject to exercise the Data Subject's right to restrict Processing, right to erasure, right to rectification, right to access, right not to be subject to an automated individual decision making or data portability, Zoho Group shall assist Data Exporter by appropriate

technical and organizational measures to enable the Data Exporter to fulfil its obligation to respond to a Data Subject's request, to the extent that such assistance is to be provided under Applicable Data Protection Laws. Zoho Group shall have the right to charge the Data Exporter for any reasonable costs or expenses incurred by the Zoho Group in order to assist Data Exporter with request(s) from Data Subjects.

- 5.5 Data Incident Management and Notification: Zoho Group has in place appropriate security incident management policies and procedures. In the event that Zoho Group becomes aware of a security incident involving data stored or otherwise Processed by Zoho Group or its Sub-Processors, Zoho Group will notify Data Exporter without undue delay after becoming aware of the said security incident. Zoho Group will take all commercially reasonable efforts to remediate the security incident and prevent recurrence. Data Exporter acknowledges that Zoho Group's obligation specified herein shall not apply to security incidents caused by Data Exporter or its authorized users.
- 5.6 Data Protection Officer: Members of the Zoho Group have appointed a data protection officer who may be reached at dpo@zohocorp.com.

This DPA has been entered into on the date stated at the beginning of it.

Executed for and behalf of **Data Exporter** by:

..... (signature)
..... (print name)
..... (position)

Executed for and behalf of **Zoho US** by:

..... (signature)
..... (print name)
..... (position)

Executed for and behalf of **Zoho India** by:

..... (signature)
..... (print name)
..... (position)

SCHEDULE 1

STANDARD CONTRACTUAL CLAUSES

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 (1);
- (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 sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor 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.

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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processing 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor 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 sub-processing, 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 sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor 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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor 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 sub-processor 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 sub-processor, 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 sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, 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

Sub-processing

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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor 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 sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing 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 sub-processing 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 sub-processor 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 sub-processor 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.

Appendix 1

to the Standard Contractual Clauses

Data Exporter

The Data Exporter is a customer of Zoho US's online collaboration and management tools as part of its business.

Zoho US

Zoho US is a provider of services for online collaboration and management, including word processor, spreadsheet, presentation tool, database application creator, email client, chat client, organizer, customer relationship management application and project management application services.

Data subjects

The Personal Data transferred concern the following categories of Data Subjects:

Zoho Group may Process any data inputted by authorised users of our online collaboration and management tools. Primarily, this will relate to living individuals who are:

- users who are authorised by Data Exporter to use the services
- employees, agents, contractors, and contacts of the Data Exporter
- prospects, customers and clients, business partners and vendors of the Data Exporter
- advisers and professional experts of the Data Exporter
- employees, agents, contractors, and contacts of the Data Exporter's prospects, customers and clients, business partners, vendor, advisers and professional experts

Categories of data

The Personal Data transferred concern the following categories of data:

Zoho Group may Process any data inputted by authorised users of our online collaboration and management tools. Primarily, this will relate to the following categories of data:

Special categories of data (if appropriate)

The Personal Data transferred concern the following special categories of data:

As the services allow for free text input, there may be occasions when the following details are inputted in relation to a Data Subject:

- racial or ethnic origin
- political opinions
- religious beliefs or other beliefs of a similar nature
- trade union membership
- information about physical or mental health
- sexual life
- the commission or alleged commission by the Data Subject of any offence
- any proceedings for any offence committed or alleged to have been committed by the Data Subject, the disposal of such proceedings or the sentence of any court in such proceedings

Processing operations

The Personal Data transferred will be subject to the following basic Processing activities:

The Processing activity of Zoho Group will include the performance of the services pursuant to the terms of the Data Exporter's Service Agreement with Zoho US.

Appendix 2

to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the Zoho Group in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Our security practices are described in our Security Policy available at <https://www.zoho.com/security.html> (or at such other URL as may be notified to the Data Exporter from time to time).