

## MAGENTO DATA PROCESSING AGREEMENT

Magento, Inc. and/or one or more of Magento's affiliates (collectively, "**Magento**") and you have entered into one or more agreements, including but not limited to those agreements accessible via <https://magento.com/legal/terms>, or its successor location, (collectively, the "**Agreements**"), pursuant to which Magento may receive Personal Information (as defined below) for the purpose of providing certain services (the "**Services**"). Solely to the extent that the Personal Information received by Magento pursuant to the Agreements is covered by the European General Data Protection Regulation (EU) 2016/679 (the "**GDPR**"), Magento agrees to Process (as defined below) such Personal Information as required by this Data Processing Agreement (this "**DPA**").

### 1. DATA PROCESSING AND PROTECTION

1.1. **Limitations on Use.** Magento will Process information, received by or on behalf of you in connection with the performance of the Services, that identifies or relates to an identifiable individual ("**Personal Information**") only (i) in accordance with your instructions as documented in the Agreements, and (ii) as needed to comply with law. The duration of the Processing will be the same as the duration of the relevant Agreements, except as otherwise agreed to in writing by the parties. The scope of Processing of Personal Information is as specified in the Agreements. "**Process**" or "**Processing**" means the collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, deletion, combination, restriction, adaptation, retrieval, consultation, destruction, disposal, or other use of Personal Information.

1.2. **Confidentiality.** Magento will ensure that persons authorized to Process Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

1.3. **Security.** Magento will implement, maintain, monitor and, where necessary, update appropriate administrative, technical, and physical safeguards to protect Personal Information against anticipated threats or hazards to its security, confidentiality or integrity.

1.4. **Data Breaches.** Magento will notify you without undue delay via agreed upon channels, whenever Magento learns that there has been a personal data breach (as defined in the GDPR). Taking into account the nature of Processing and the information available to Magento, Magento will assist you at your request in complying with your notification obligations regarding personal data breaches as required by the GDPR. Magento reserves the right to charge a reasonable fee to you for such requested assistance, to the extent permitted by applicable law.

1.5. **Cross-Border Transfers.** In connection with the performance of the Services, Magento may transfer Personal Information to various locations, which may include locations both inside and outside of the European Economic Area ("**EEA**"). To the extent that such transfers are not to a country recognized by the European Commission as providing an adequate level of data protection according to EEA standards or otherwise covered by EU-US or Swiss-US Privacy Shield frameworks, Magento and any Magento affiliate or subcontractor will, at your request, enter into an appropriate data processing agreement that incorporates the European Commission Standard Contractual Clauses between Controllers and Processors, or any similar agreement relating to other countries to allow your international offices to transfer Personal Information to Magento and any Magento affiliate or subcontractor.

1.6. **Subprocessing.** You authorize Magento to transfer Personal Information to subprocessors for purposes of providing the Services to you. Magento will maintain a list of the subprocessors, which is made available on [www.magento.com/legal/terms](http://www.magento.com/legal/terms) or relevant successor URL. You have 30 days from when a new subprocessor is published to the list to object to the addition; if no objection is received, the subprocessor is deemed to be accepted by you. If you make an objection on reasonable grounds and Magento is unable to modify the Services to prevent disclosure of Personal Information to the new subprocessor, you will have the right to terminate the relevant Processing. Magento will enter into an agreement with such subprocessor that is at least as restrictive as this DPA.

1.7. **Requests or Complaints from Individuals.** Taking into account the nature of the Processing, Magento will assist you, at your request, by appropriate technical and organizational measures with your obligation to respond to data subjects' requests to exercise their rights under the GDPR. Taking into account the nature of the Processing and the information available to Magento, Magento also will assist you at your request in meeting your compliance obligations regarding carrying out privacy and data protection impact assessments and related consultations of data protection authorities. Magento reserves the right to charge a reasonable fee to you for such requested assistance, to the extent permitted by applicable law.

1.8. **Audit.** You may provide to Magento a security assessment questionnaire related to the Services, which Magento will accurately and promptly complete. Such a questionnaire may include questions seeking verification of compliance with the terms and conditions of this DPA. If, after the original security questionnaire assessment, you determine that further assessment is warranted, you may request, no more than annually and with 30 days prior written notice, at your cost, an assessment related to the Services provided with a scope to be mutually agreed. During such an assessment, you may examine policies, procedures and other materials related to the specific Services performed, to the extent that such review does not compromise confidentiality obligations to any other customers of Magento. When responding to your information or audit requests, Magento will inform you if it believes that any of your instructions regarding Processing would violate the GDPR or European Union Member State law.

1.9. **Regulatory Investigations.** Upon notice to Magento, Magento will assist and support you in the event of an investigation by any regulator, including a data protection authority, or similar authority, if and to the extent that such investigation relates to Personal Information handled by Magento in connection with the Services. Such assistance will be at your sole expense, except where investigation was required due to Magento's acts or omissions, in which case such assistance will be at Magento's sole expense.

1.10. **Return or Disposal.** At your discretion, Magento will destroy or return all Personal Information to you after the end of the provision of the Services, unless applicable law requires storage of the Personal Information.

1.11. **Adverse Changes.** Magento will notify you without undue delay if Magento: (i) has reason to believe that it is unable to comply with any of its obligations under this DPA and it cannot cure this inability to comply within a reasonable timeframe; or (ii) becomes aware of any circumstances or change in applicable law that is likely to prevent it from fulfilling its obligations under this DPA. In the event that this DPA, or any actions to be taken or contemplated to be taken in performance of this DPA, do not or would not satisfy either party's obligations under the laws applicable to each party, the parties will negotiate in good faith upon an appropriate amendment to this DPA.

**2 SEVERABILITY AND CONFLICTS.** In the event any provision of this DPA is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision herein. This DPA is expressly incorporated into and amends each of the Agreements. In the event of any conflict or inconsistency between the terms of this DPA and the Agreements, the terms of this DPA prevail. Notwithstanding the foregoing, this DPA shall not replace any comparable or additional rights relating to Processing contained in your Agreement (including any existing Data Processing Agreement in your Agreement), if applicable. In the event of any conflict or inconsistency between the terms of this DPA and the Agreements, on the one hand, and the terms of any framework or data transfer agreement entered into pursuant to Section 1.5 herein, the terms of such framework or data transfer agreement prevail.

**3 SURVIVAL.** The obligations of Magento under this DPA will continue for so long as Magento continues to have access to, is in possession of or acquires Personal Information, even if all agreements between Magento and you have expired or have been terminated.

**LAST UPDATED: May 25, 2018**