

# Electronic Record of Contracts

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## Summary of Contracts

This document contains the following contracts.

Title	Revision	ID
Rollbar Data Processing Agreement	1	608a7716fbe5251badad08fd

## Contract signed by:

<b>adrian.helvik</b>	Signer ID:	d384f2c1d84acf4da0f5386b5d2c11a936a4a48f
Date / Time:	Apr 29, 2021 at 9:07 AM GMT	
IP Address:	89.10.212.113	
User Agent:	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_14_6) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/90.0.4430.85 Safari/537.36	

Completed by all parties on:  
**Apr 29, 2021 at 9:07 AM GMT**

# Data Addendum

This EU Data Processing Addendum (“Addendum”) supplements the [Terms of Service](#) available at <https://rollbar.com/tos/> or other written or electronic agreement between Rollbar and the individual or entity (“Customer”) purchasing access to the services provided by Rollbar (in each case, the “Service Agreement”). Any terms not defined in this Data Addendum shall have the meaning set forth in the Service Agreement. In the event of a conflict between the terms and conditions of this Data Addendum and the Service Agreement, the terms and conditions of this Data Addendum shall supersede and control with respect to the parties data obligations under the Service Agreement relating to Personal Data.

By executing this Agreement through execution of the Service Agreement referencing this addendum or through other means, Customer enters into this Data Addendum on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent Rollbar processes Personal Data for which such Authorized Affiliates qualify as the Controller or Processor. For the purposes of this Data Addendum only, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Service Agreement.

In the course of providing the Service to Customer pursuant to the Service Agreement, Rollbar may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

## 1. DEFINITIONS

1.1 “Anonymous Data” means Personal Data that has been processed in such a manner that it can no longer be attributed to an identified or identifiable natural person without additional information unavailable to any third party other than Authorized Sub-processors.

1.2 “Authorized Employee” means an employee of Processor who has a need to know or otherwise access Personal Data to enable Processor to perform their obligations under this Data Addendum or the Service Agreement.

1.3 “Authorized Individual” means an Authorized Employee or Authorized Sub-processor.

1.4 “Authorized Sub-processor” means a third-party subcontractor, agent, reseller, or auditor who has a need to know or otherwise access Personal Data to enable Processor to perform its obligations under this Data Addendum or the Service Agreement, and who is authorized by Customer to do so under Section 4.1 of this Data Addendum.

1.5 “Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

1.6 “Data Subject” means an identified or identifiable person to whom Personal Data relates.

1.7 “Instruction” means a direction, either in writing, in textual form (e.g. by e-mail) or by using a software or online tool, issued by Customer to Rollbar and directing Rollbar to Process Personal Data.

1.8 “Personal Data” means any information relating to Data Subject which Rollbar Processes on behalf of Customer other than Anonymous Data.

1.9 “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed on behalf of Customer.

1.10 “Privacy Shield Principles” means, to the extent valid and available, the Swiss-U.S. and EU-U.S. Privacy Shield Framework and

Principles issued by the U.S. Department of Commerce, both available at <https://www.privacyshield.gov/EU-US-Framework>.

1.11 “Process” or “Processing” means any operation or set of operations which is performed upon the Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

1.12 “Processor” means the entity which Processes Personal Data on behalf of the Controller.

1.13 “Security and Compliance Documentation” means the Security and Compliance documentation applicable to the Service, as updated from time to time, and accessible via <https://docs.rollbar.com/docs/security/>, or as otherwise made reasonably available by Rollbar.

1.4 “Service” shall have the meaning set forth in the Service Agreement.

1.15 “Standard Contractual Clauses” means the agreement executed by and between Customer and Rollbar and attached hereto as *Exhibit B* pursuant to the European Commission’s decision (C(2010)593) of February 5, 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection.

1.16 “Sub-processor” means any Processor engaged by Rollbar.

1.17 “Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

1.18 “Terms of Service” means the Terms of Service applicable to the Service, as updated from time to time, and accessible via <https://rollbar.com/tos/>, or as otherwise made reasonably available by Rollbar.

## 2. PROCESSING OF DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Rollbar is the Processor and that Rollbar will engage Sub-processors pursuant to the requirements set forth in Section 4 (*Authorized Sub-processors*) below.

2.2 Customer’s Processing of Personal Data. Customer’s rights and obligations with respect to the Processing are described herein. Customer shall, in its use of the Service, at all times Process Personal Data, and provide instructions for the Processing of Personal Data, in compliance with EU Directive 95/46/EC (the “Directive”), and the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR” and together, “Data Protection Laws”). Customer shall ensure that its instructions comply with all laws, rules and regulations applicable in relation to the Personal Data, and that the Processing of Personal Data in accordance with its instructions will not cause Rollbar to be in breach of the Data Protection Laws. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Rollbar by or on behalf of it, (ii) the means by which it acquired any such Personal Data, and (iii) the instructions it provides to Rollbar regarding the Processing of such Personal Data. Customer shall not provide or make available to Rollbar any Personal Data in violation of the Service Agreement or otherwise inappropriate for the nature of the Service, and shall indemnify Rollbar from all claims and losses in connection therewith.

2.3 Rollbar’s Processing of Personal Data. Rollbar shall Process Personal Data only on behalf of and in accordance with Customer’s written instructions. You hereby instruct Rollbar to Process Personal Data for the following purposes: (i) processing as set forth in the Service Agreement, (ii) Processing initiated by Customer’s authorized Users in their use of the Service, and (iii) processing to comply with other documented reasonable instructions provided by Customer (e.g. via email) where such instructions are consistent with the terms of the Service Agreement.

2.4 Details of the Processing. The subject-matter of the Processing of Personal Data by Rollbar is the performance of the Service pursuant to the Service Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this Data Addendum are further specified in *Exhibit A* (Details of the Processing) to this Data Addendum.

2.5 Tracking Technologies. Customer acknowledges that in connection with the performance of the Service, Rollbar may receive Personal Data through Customer’s use of cookies, unique identifiers, web beacons and similar tracking technologies. Customer shall maintain appropriate notice, consent, opt-in and opt-out mechanisms as required by Data Protection Laws, and applicable national

implementations, as may be amended, superseded or replaced, to enable Customer to deploy these technologies lawfully on, and collect data from, the devices of individuals accessing and/or using the Service or who otherwise engage with the Service in accordance with and as described in the Rollbar privacy policy or similar, applicable privacy statements.

### 3. AUTHORIZED EMPLOYEES

3.1 Training. Rollbar shall take commercially reasonable steps to ensure the reliability and appropriate training of any Authorized Employee.

3.2 Confidentiality. Rollbar shall ensure that all Authorized Employees are made aware of the confidential nature of Personal Data and have executed confidentiality agreements that prevent them from disclosing or otherwise Processing Personal Data, both during and after their engagement with Rollbar, any Personal Data except in accordance with their obligations in connection with the Service. Rollbar shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

3.3 Limitation of Access. Rollbar shall take commercially reasonable steps to limit access to Personal Data to only Authorized Individuals.

3.4 Reliability. Rollbar shall take commercially reasonable steps to ensure the reliability of any Rollbar personnel engaged in the Processing of Personal Data.

3.5 Data Protection Officer. Rollbar has appointed a data protection officer. The appointed person may be reached at [privacy@rollbar.com](mailto:privacy@rollbar.com).

### 4. AUTHORIZED SUB-PROCESSORS

4.1 Customer consents to Rollbar engaging third party sub-processors to Process Personal Data in connection with the Service, provided that Rollbar maintains an up-to-date list of its sub-processors at <https://docs.rollbar.com/docs/data-processors>, which as of May 2018 shall contain a mechanism to subscribe to notifications of new sub-processors. Customer shall subscribe, and if Customer subscribes, Rollbar shall provide details of any change in sub-processors at least ten (10) days prior to any such change.

In the event of any change in Sub-processors, Rollbar shall notify Customer and Customer may object to such an engagement in writing within ten (10) days of Customer's receipt of the aforementioned notice.

4.1.1 If Customer reasonably objects to an engagement in accordance with Section 4.1, Rollbar shall provide Customer with a written description of commercially reasonable alternative(s), if any, to such engagement, including without limitation modification to the Service. If Rollbar, in its sole discretion, cannot provide any such alternative(s), or if Customer does not agree to any such alternative(s), if provided, Rollbar may terminate this Data Addendum. Termination shall not relieve Customer of any fees owed to Rollbar under the Service Agreement.

4.1.2 If Customer does not object to the engagement of a third party Sub-processor in accordance with Section 4.1 within ten (10) days of notice by Rollbar, such third party Sub-processor will be deemed an Authorized Sub-processor for the purposes of this Addendum.

4.2 Confidentiality and Security Obligations of Sub-processors. Rollbar shall ensure that all Authorized Sub-processors have executed confidentiality agreements that prevent them from disclosing or otherwise Processing Personal Data, both during and after their engagement by Processor, any Personal Data both during and after their engagement with Processor. Rollbar shall, by way of contract or other legal act under European Union or European Union member state law (including without limitation approved codes of conduct and standard contractual clauses), ensure that every Authorized Sub-processor is subject to obligations regarding the Processing of Personal Data that are no less protective than those to which the Rollbar is subject under this Addendum to the extent applicable to the nature of the services provided by such Authorized Sub-processor.

4.3 Liability for Authorized Sub-processors. Rollbar shall be liable to Customer for the acts and omissions of Authorized Sub-processors to the same extent that Rollbar would itself be liable under this Addendum had it conducted such acts or omissions.

### 5. SECURITY OF PERSONAL DATA

Taking into 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 varying likelihood and severity for the rights and freedoms of natural persons, Rollbar shall maintain appropriate technical and organizational measures to ensure a level of security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, appropriate to the risk of Processing Personal Data, and as set forth in Rollbar's [Security and Compliance Documentation](#). Rollbar regularly monitors compliance with these measures. Rollbar will not materially decrease the overall security of the Service during a subscription term.

## 6. EUROPEAN SPECIFIC PROVISIONS

6.1 GDPR. With effect from 25 May 2018, Rollbar will Process Personal Data in accordance with the GDPR requirements directly applicable to Rollbar's provision of its Service.

6.2 Data Protection Impact Assessment. With effect from 25 May 2018, upon Customer's request, Rollbar shall provide Customer with reasonable cooperation and assistance needed to fulfil its obligation under the GDPR to carry out a data protection impact assessment related to its use of the Service, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Rollbar. Rollbar shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 6.2 of this Data Addendum, to the extent required under the GDPR.

### 6.3 Transfer Mechanism.

Any transfer of Personal Data made subject to this Data Addendum from member states of the European Union, Iceland, Liechtenstein, Norway, Switzerland or the United Kingdom to any countries which do not ensure an adequate level of data protection within the meaning of the laws and regulations of these countries shall, to the extent such transfer is subject to such laws and regulations, be undertaken by Rollbar through one of the following mechanisms: (a) the Standard Contractual Clauses set forth in Exhibit B to this Data Addendum, or (b) to the extent valid and available, in accordance with the Privacy Shield Principles. In the event that Service is covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) the Standard Contractual Clauses, and (2) to the extent valid and available, the Privacy Shield Principles.

For clarity, on July 16, 2020, the Court of Justice of the European Union ("CJEU") issued a ruling (the "CJEU Ruling") that (A) invalidated the EU-US Privacy Shield Framework and (B) confirmed the validity of the Standard Contractual Clauses as a legal mechanism for the transfer of EU Personal Data. On that same day the Federal Data Protection and Information Commissioner (FDPIC) of Switzerland issued a statement noting that the CJEU Ruling is not directly applicable to Switzerland. Accordingly, effective as of the CJEU Ruling: (x) Rollbar no longer relies on the EU-US Privacy Shield Framework to transfer EU Personal Data to the US; and (y) transfer of EU Personal Data to the US shall take place in accordance with the Standard Contractual Clauses set forth in Exhibit B to this Data Addendum; provided, however, that Rollbar may continue to take part in the program for Privacy Shield Principles with respect to Rollbar's certification with the U.S. Department of Commerce and for the Swiss-U.S. Privacy Shield.

6.4 Transfer Pursuant to Privacy Shield. If transfers are made pursuant to 6.3(b), Rollbar self-certifies to, and complies with, the "Privacy Shield Principles", to the extent valid and available, and shall maintain such self-certification and compliance with respect to the applicable Processing of Personal Data.

## 7. RIGHTS OF DATA SUBJECTS

Rollbar shall, to the extent permitted by law, promptly notify Customer upon receipt of a request by a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making (such requests individually and collectively "Data Subject Request(s)"). Rollbar shall not respond to a Data Subject Request without Customer's prior written consent except to confirm that such request relates to Customer, to which you hereby agree. Rollbar shall, at Customer's request, and taking into account the nature of the Processing applicable to any Data Subject Request, apply commercially reasonable, appropriate technical and organizational measures to assist Customer in complying with its obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, *provided that* (i) Customer is unable to respond without Rollbar's assistance, (ii) Rollbar is able to do so in accordance with all applicable laws, rules, and regulations, and (iii) the response to such Data Subject

Request is required under the Data Protection Laws. Customer shall be responsible, to the extent legally permitted, for any costs and expenses arising from any such assistance by Rollbar.

## 8. RETURN AND DELETION OF CUSTOMER DATA

Rollbar shall make Personal Data received from Customer available for export by Customer from the Service or, in the event such export feature is unavailable for any reason, return Personal Data to Customer and, to the extent allowed by applicable law, delete Personal Data in accordance with the procedures and timeframes specified in the [Security and Compliance Documentation](#).

## 9. DATA INCIDENT MANAGEMENT AND NOTIFICATION

9.1 In the event of a Personal Data Breach, Rollbar shall, without undue delay, inform Customer of the Personal Data Breach and take such steps as Rollbar, in its sole discretion, deems necessary and reasonable to remediate such violation (to the extent that remediation is within Rollbar's reasonable control).

9.2 In the event of a Personal Data Breach, Rollbar shall, taking into account the nature of the Processing and the information available to Rollbar, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under the GDPR with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Personal Data Breach without undue delay.

9.3 The obligations described in Sections 9.1 and 9.2 shall not apply in the event that a Personal Data Breach results from Customer or Customer's authorized Users' actions or omissions.

## 10. AUDIT AND ACCESS

10.1 Rollbar's Audit Program. The parties acknowledge that Customer must be able to assess Rollbar's compliance with its obligations under Data Protection Law, insofar as Rollbar is acting as a processor on behalf of Customer. Rollbar uses external auditors to verify the adequacy of its security measures with respect to its processing of Personal Data. Such audits are conducted at least annually, are performed at Rollbar's expense by independent third party security professionals at Rollbar's selection, and result in the generation of a confidential audit report. A list of Rollbar's certifications and/or standards for audit as of the date of this Addendum can be found at <https://docs.rollbar.com/docs/security/>.

10.2 Customer Audit: Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Rollbar shall make available to Customer a copy of Rollbar's most recent audit report(s) generated as described in section 10.1 (Rollbar's Audit Program), as applicable. Customer further agrees that any such audit reports meet Customer's audit requirements, and Customer agrees to exercise any right it may have to conduct an inspection or audit (including under Standard Contractual Clauses, as applicable) by instruction to Rollbar to carry out the audit described above in Section 10.1 (Rollbar's Audit Program). If Customer wishes to change this instruction, then Customer must send a written request to Rollbar specifying the requested change. If Rollbar declines the request to change the instruction, Customer may terminate the Agreement and this Addendum. If the Standard Contractual Clauses apply, nothing in this Section 10 (Audit Obligations) varies or modifies the Standard Contractual Clauses nor affects the supervisory authorities' or data subjects' rights under the Standard Contractual Clauses.

## 11. AUTHORIZED AFFILIATES

11.1 Contractual Relationship. The parties acknowledge and agree that, by executing the Service Agreement, the Customer is entering into the Data Addendum on behalf of itself and, as applicable and agreed to by Rollbar in writing, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate Data Addendum between Rollbar and each such Authorized Affiliate subject to the provisions of the Service Agreement and this Section 11 and Section 12. Each Authorized Affiliate agrees to be bound by the obligations under this Data Addendum and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the Data Addendum. All access to and use of the Service by Authorized Affiliates must comply with the terms and conditions of the Service Agreement and any violation of the terms and conditions of the Service Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

11.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Rollbar under this Data Addendum and be entitled to make and receive any communication in relation to this Data

Addendum on behalf of its Authorized Affiliates.

11.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the Data Addendum with Rollbar, it shall to the extent required under applicable Data Protection Laws, be entitled to exercise the rights and seek remedies under this Data Addendum, subject to the following:

11.3.1 Except where applicable Data Protection Laws require the Authorized Affiliate to exercise a right or seek any remedy under this Data Addendum against Rollbar directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Service Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Service Agreement shall exercise any such rights under this Data Addendum not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 11.3.2, below).

11.3.2 The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Rollbar and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

## 12. LIMITATION OF LIABILITY

Each party's and all of its affiliates' liability, taken together in the aggregate, arising out of or related to this Data Addendum, and all Data Addendums between Authorized Affiliates and Rollbar, whether in contract, tort or under any other theory of liability, is subject to the *Limitation of Liability* section of the Service Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its affiliates under the Service Agreement and all Data Addendums together.

For the avoidance of doubt, Rollbar's total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Service Agreement and each Data Addendum shall apply in the aggregate for all claims under both the Service Agreement and all Data Addendums established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such Data Addendum. Also for the avoidance of doubt, each reference to the Data Addendum in this Data Addendum means this Data Addendum including its Schedules and Appendices.

## EXHIBIT A

### Details of Processing

Nature and Purpose of Processing: Rollbar will Process Personal Data as necessary to perform the Service pursuant to the Service Agreement, and as further instructed by Customer in its use of the Service.

Duration of Processing: Subject to Section 8 of the Data Addendum, Rollbar will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

#### Categories of Data Subjects:

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

- Employees, agents, advisors, and/or freelancers of Customer (who are natural persons)
- End users authorized by Customer to use the Service

#### Type of Personal Data:

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer 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
- Connection data
- Localization data
- Other electronic data submitted, stored, sent, or received by an end user
- Usage information

## EXHIBIT B

### Standard Contractual Clauses

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: The entity receiving services from the data importer pursuant to an agreement ([Terms of Service](#), a Master Service Agreement, or other document) that references the Data Addendum to which these Standard Contractual Clauses are attached (the “data exporter”).

And

Rollbar Inc., 51 Federal St Ste 401, San Francisco, CA 94107, Tel.: 888-568-3350; e-mail: [privacy@rollbar.com](mailto:privacy@rollbar.com) (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.

#### *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;

(b) *'the data exporter'* means Controller;

(c) *'the data importer'* means Processor;

(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.

#### *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.

## 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 executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement, if applicable) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased access to the Service provided by Rollbar.

### **Data importer**

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

Rollbar is a provider of an error monitoring, alerting, and analytics solution for developers which processes personal data upon the instruction of the data exporter in accordance with the terms of 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 Service provided by Rollbar, 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:

- Customer Data - Employees, agents, advisors, freelancers of data exporter
- Customer's End User Data - Data exporter's end users authorized by data exporter to use the Service

### **Categories of data**

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

The data importer will receive any personal data that the data exporter instructs it to process through its cloud communications products and services. The precise personal data that the data exporter will transfer to the data importer is necessarily determined and controlled solely by the data exporter, but likely include personal data, such as individual data subjects' full names, email addresses, user ids, and data about the data subject's device, such as an IP address, generated in the context of providing the Services, and the date, time, duration and the type of communication .

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

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

Special categories of data, such as data that reveals racial ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life are not required to be transferred in order for data exporter to use the Service provided by Rollbar and data exporter agrees not to transfer these special categories of data to data importer.

### **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 Service pursuant to the Agreement.

## 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):**

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Service provided by Rollbar, as described in the Security and Compliance Documentation, and accessible via <https://rollbar.com/docs/security/> or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the Service during a subscription term.