Electronic Record of Contracts

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Summary of Contracts

This document contains the following contracts.

Title	Revision	ID
Calendly Global DPA	3	61254efca958eb3c3fd2221c

Contract signed by:

Joseph Tita
Manager of Instructional Technology,
Lake Park High School

Signer ID:	jtita@lphs.org
Email:	jtita@lphs.org

Date / Time:	Sep 2, 2021 at 6:42 PM GMT
IP Address:	207.63.215.24
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/92.0.4515.159 Safari/537.36

Completed by all parties on:

Sep 2, 2021 at 6:42 PM GMT

Calendly LLC Data Processing Addendum

This Data Processing Addendum, including the Standard Contractual Clauses referenced herein ("DPA"), amends and supplements any existing and currently valid agreement or Terms of Use (the "Agreement") either previously or concurrently made between you (together with subsidiary(ies) and affiliated entities, collectively, "Customer") and Calendly (together with subsidiary(ies) and affiliated entities, collectively "Processor") and sets forth other terms that apply to the extent any information you provide to Processor pursuant to the Agreement includes Personal Data (as defined below). This DPA is effective as of the last signature date on the agreement.

1.0 Defined Terms. The following definitions are used in this DPA:

1.1 "Authorized Personnel" means (a) Processor's employees who have a need to know or otherwise access Personal Data for the purposes of performing applicable services; and (b) Processor's contractors, agents, and auditors who have a need to know or otherwise access Personal Data to enable Processor to perform its obligations under the Agreement and this DPA, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Data in accordance with the terms and conditions of this DPA.

1.2 "CCPA" means the California Consumer Privacy Act.

1.3 "Data Protection Laws" means all applicable federal, state, and foreign data protection, privacy and data security laws, as well as applicable regulations and formal directives intended by their nature to have the force of law, including, without limitation, the EU Data Protection Laws and the CCPA but excluding, without limitation, consent decrees.

1.4 "EU Data Protection Laws" means all laws and regulations of the European Union, the European Economic Area, their member states, Switzerland, and the United Kingdom, applicable to the processing of Personal Data for the services under the Agreement, including (where applicable) the GDPR.

1.5 "GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.)

1.6 "Personal Data" means any information relating to an identified or identifiable natural person that is submitted to, or collected by, Calendly in connection with the services provided by Processor, when such data is protected as "personal data" or "personally

identifiable information" or a similar term under Data Protection Law(s).

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

1.8 "Security Breach" means a confirmed breach of Processor's security measures leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data where such compromise of the Personal Data meets the definitions of both "personal data" (or like term) and "security breach" (or like term) under Data Protection Law(s) governing the particular circumstances.

1.9 "Standard Contractual Clauses" means the model clauses for the transfer of Personal Data to processors established in third countries approved by the European Commission, the approved version of which is set out in the European Commission's Decision 2010/87/EU of 5 February 2010 and at http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX:32010D0087, which clauses are incorporated herein by this reference.

1.10 Any definitions not otherwise included in this Data Processing Addendum, and found in the Privacy Notice, End User License Agreement, and Terms of Use are hereby adopted by reference in this Addendum.

2.0 Processing and Transfer of Personal Data.

2.1 Processor shall process Personal Data in accordance with Customer's written instructions (unless waived in a written requirement) provided during the term of this DPA. The parties agree that the Agreement, including this DPA, together with Customer's use of the Processor's service in accordance with the Agreement, constitute Customer's complete and final written instruction to Processor in relation to the Processing of Personal Data, and additional instructions outside the scope of these instructions shall require a prior written and mutually executed agreement between Customer and Processor. In the event Processor reasonably believes there is a conflict with any Data Protection Law and Customer's instructions, Processor will inform Customer promptly and the parties shall cooperate in good faith to resolve the conflict and achieve the goals of such instruction.

2.2 Except for usage of Personal Data as necessary to bring and defend claims, to comply with requirements of the legal process, to cooperate with regulatory authorities, and to exercise other similar permissible uses as expressly provided under Data Protection Laws, Processor shall not retain, use, sell, or disclose the Personal Data that is not de-identified or aggregated for analytics, for any purpose, including other commercial purposes, outside of the direct business relationship with Customer.

2.3 The parties acknowledge and agree that processing of the Personal Data will occur in the United States and perhaps other jurisdictions outside the residence of the data subjects, and Customer shall comply with all notice and consent requirements for such transfer and processing to the extent required by Data Protection Laws.

3.0 EU Data Protection Laws.

3.1 Transfers of EU Personal Data. Customer acknowledges and agrees that Processor is located in the United States and that Customer's provision of Personal Data from the European Economic Area, Switzerland, and the United Kingdom ("EU") to Processor for processing is a transfer of EU Personal Data to the United States. All transfers of Customer Personal Data out of the EU ("EU Personal Data") to the United States shall be governed by the Standard Contractual Clauses. The terms of the Standard Contractual Clauses, together with Appendices 1 and 2 set out in Exhibit A to this DPA, are incorporated in this DPA by this reference solely as required with respect to EU Personal Data for the services provided by Processor for Customer under the Agreement.

3.2 GDPR Contractual Requirements. Processor shall: (a) assist, to a reasonable extent, the fulfillment of Customer's obligations to respond to requests for exercising a data subject's rights with respect to Personal Data under Chapter III of GDPR; (b) assist, to a reasonable extent, Customer in complying with its obligations with respect to EU Personal Data pursuant to Articles 32 to 36 of GDPR; (c) make available to Customer information reasonably necessary to demonstrate compliance with its obligations as a processor specified in Article 28 of GDPR; (d) maintain a record of all categories of processing activities carried out on behalf of Customer in accordance with Article 30(2) of the GDPR; and (e) cooperate, on request, with an EU supervisory authority in the performance of the services under the Agreement.

3.3 <u>Sub-processors</u>. Customer grants a general authorization to Processor to appoint its affiliates as sub-processors, and a specific authorization to Processor and its affiliates to appoint as sub-processors the entities set out in <u>Exhibit B</u> attached hereto, and for the sub-processing activities described thereon, as it may be updated from time to time. Customer may request to be notified by email regarding updates to the sub-processor list.

4.0 <u>Compliance with Data Protection Laws.</u>

4.1 <u>Representation and Warranty</u>. Customer represents and warrants on behalf of itself and its employees that the Personal Data provided to Processor for processing under the Agreement and this DPA is collected and/or validly obtained and utilized by Customer and its employees in compliance with all Data Protection Laws, including without limitation the disclosure, informed affirmative consent and targeted advertising provisions of the CCPA and EU Data Protection Laws, including without limitation Chapter II of the GDPR, and Customer shall defend, indemnify and hold harmless Processor from and against all loss, expense (including reasonable out-of-pocket attorneys' fees and court costs), damage, or liability arising out of any claim arising out of a breach of this Section 4.1.

4.2 <u>Data Security</u>. Processor will utilize commercially reasonable efforts to protect the security, confidentiality, and integrity of the Personal Data transferred to it using reasonable administrative, physical, and technical safeguards. Notwithstanding the generality of the foregoing, Processor shall: (a) not use or disclose Personal Data for any purpose other than those purposes instructed or permitted by Customer; (b) only use and disclose Personal Data in a manner and to the extent permitted in this DPA or as otherwise agreed between the Parties and observe all limitations as to such use or disclosure as Customer may notify to Processor; (c) employ reasonable administrative, physical, and technical safeguards (including commercially reasonable safeguards against worms, Trojan horses, and other disabling or damaging codes) to afford protection of the Personal Data in accordance with Data Protection Laws as would be appropriate based on the nature of the Personal Data; (d) utilize commercially reasonable efforts to keep the Personal Data reasonably secure and in an encrypted form, and use industry standard security practices and systems applicable to the use of Personal Data to prevent, and take prompt and proper remedial action against unauthorized access, copying, modification, storage, reproduction, display, or distribution of Personal Data; (e) cease to retain documents containing Personal Data, or remove the means by which Personal Data can be associated with particular individuals reasonably promptly after it is reasonable to assume that (i) the specified purposes are no longer being served by Processor's retention of Personal Data, and (ii) retention is no longer necessary for legal or business purposes; and (f) upon receiving a request from Customer to correct an error or omission in the Personal Data about the individual that is in the possession or under the control of Processor, correct the Personal Data as soon as reasonably practicable.

4.3 <u>Authorized Personnel; Sub-processors</u>. Processor shall ensure that Authorized Personnel have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality with obligations at least as restrictive as those contained in this DPA. In addition, Processor is authorized to use sub-processors provided that Processor shall enter into an agreement with the sub-processor containing data protection obligations that are at least as restrictive as the obligations under this DPA.

4.4 <u>Security Breaches</u>. After confirmation of a Security Breach, Processor will promptly, without undue delay: (a) notify Customer of the Security Breach; (b) investigate the Security Breach; (c) provide Customer with details about the Security Breach; and (d) take reasonable actions to prevent a recurrence of the Security Breach. Processor agrees to cooperate in Customer's handling of the matter by: (i) providing reasonable assistance with Customer's investigation; and (ii) making available relevant records, logs, files, data reporting, and other materials related to the Security Breach's effects on Customer, as required to comply with Data Protection Laws.

4.5 <u>Data Subject Requests</u>. Processor will cooperate with Customer to address data subject rights and requests afforded by Data Protection Laws.

5.0 **Audits and Certifications.**

5.1 Within thirty (30) days of Customer's written request, and no more than once annually and subject to the confidentiality obligations set forth in the Agreement (unless such information is reasonably required to be disclosed as a response to a data subject's inquiries under Data Protection Laws), Processor shall make available to Customer (or a mutually agreed upon third-party auditor) information regarding Processor's compliance with the obligations set forth in this DPA, including reasonable documentation. An NDA may be required to receive this information.

6.0 **Miscellaneous.**

6.1 In the event of any conflict or inconsistency between this DPA and Data Protection Laws, Data Protection Laws shall prevail. In the event of any conflict or inconsistency between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall prevail solely to the extent that the subject matter concerns the processing of Personal Data.

6.2 To the extent that it is determined by any data protection authority that the Agreement or this DPA is insufficient to comply with Data Protection Laws or changes to Data Protection Laws, Customer and Processor agree to cooperate in good faith to amend the Agreement or this DPA or enter into further mutually agreeable data processing agreements in an effort to comply with all Data Protection Laws.

6.3 Each Party's liability arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability contained in the Agreement. For the avoidance of doubt, each reference herein to the "DPA" means this DPA including its exhibits and appendices.

6.4 This DPA is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect. This DPA does not confer any third-party beneficiary rights, is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. This DPA only applies to the extent Processor processes Personal Data on behalf of Customer. This DPA together with the Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matter.

IN WITNESS WHEREOF, Customer and Processor have caused this DPA to be executed by their respective, duly authorized officers or representatives.

Customer: Lake Park High School

By:

Joseph Tita

✉ jtita@lphs.org

Name: Joseph Tita

Title: Inst. Tech. Manager

Date: Sep 2, 2021

If you would like to be subscribed to Calendly's subprocessor email updates, please enter in your information below.

If you would like to be subscribe to Calendly's subprocessor email updates, please enter in your information below:

Please provide your Data Protection Officer representative's information (if applicable):

Name: _____

Name: _____

Email: _____

Email: _____

I consent to be added to Calendly's subprocessor email update list.

I believe this individual should be added to Calendly's subprocessor email update list. I consent and am authorized to add this person to the subprocessor email update list.

Data Processing Addendum

Exhibit A: Appendices to Standard Contractual Clauses

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses

Data exporter

Data exporter is Customer.

Data importer

The data importer is Calendly LLC ("Calendly").

Data subjects

Data exporter may submit Personal Data to Calendly, 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: the data exporter's representatives and end-users including employees, contractors, business partners, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer Personal Data to users of the Calendly Website.

Categories of data

Data exporter may submit Personal Data to Calendly, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data: (a) First and last name; (b) Title; (c) Position; (d) Employer; (e) Contact information (company, email, phone, physical business address); (f) Connection data; (g) Localisation data; and (h) other data in an electronic form used by Customer in the context of the services.

Special categories of data (if appropriate)

None

Processing operations

The objective of the processing of Personal Data by data importer is the performance of the contractual services related to the Agreement with the data exporter. The processes may include collection, storage, retrieval, consultation, use, erasure or destruction, disclosure by transmission, dissemination, or otherwise making available data exporter's data as necessary to provide the services in accordance with the data exporter's instructions, including related internal purposes (such as quality control, troubleshooting, product development, etc.)

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses

Processor will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of personal data transferred to Processor as described in the Agreement and this DPA.

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Exhibit B: Processor's Sub-Processors

A list of Processor's Sub-Processors is available at:

https://help.calendly.com/hc/en-us/articles/360047345493