receive notifications of new Sub-processors by e-mailing dpa@slack-corp.com with the subject "Subscribe", and if a Customer contact subscribes, Slack shall provide the subscriber with notification of new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

4.3 **Objection Right for New Sub-processors.** Customer may reasonably object to Slack's use of a new Sub-processor (e.g., if making Personal Data available to the Sub-processor may violate applicable Data Protection Law or weaken the protections for such Personal Data) by notifying Slack promptly in writing within ten (10) business days after receipt of Slack's notice in accordance with the mechanism set out in Section 4.2. Such notice shall explain the reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Slack will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Slack is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either party may terminate without penalty the applicable Order Form(s) with respect only to those Services which cannot be provided by Slack without the use of the objected-to new Sub-processor by providing written notice to Slack. Slack will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

4.4 **Liability.** Slack shall be liable for the acts and omissions of its Sub-processors to the same extent Slack would be liable if performing the Services of each Sub-processor directly under the terms of this DPA.

5. SECURITY

5.1 **Controls for the Protection of Personal Data.** Slack shall maintain appropriate technical and organizational measures for protection of the 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, as set forth in the Security Practices Datasheet. Slack regularly monitors compliance with these measures. Slack will not materially decrease the overall security of the Services during a subscription term.

5.2 **Third-Party Certifications and Audits.** Slack has obtained the third-party certifications and audits set forth in the Security Practices Datasheet. Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Slack shall make available to Customer (or Customer's independent, third-party auditor) information regarding the Slack Group's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Security Practices Datasheet. Customer may contact Slack in accordance with the "Notices" Section of the Agreement to request an on-site audit of Slack's procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. Customer shall reimburse Slack for any time expended for any such on-site audit at the Slack Group's then-current rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Slack shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Slack. Customer shall promptly notify Slack with information regarding any non-compliance discovered during the course of an audit, and Slack shall use commercially reasonable efforts to address any confirmed non-compliance.

6. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Slack maintains security incident management policies and procedures specified in the Security Practices Datasheet. Slack shall notify Customer without undue delay of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Slack becomes aware and which may require a notification to be made to a Supervisory Authority or Data Subject under applicable Data Protection Law or which Slack is required to notify to Customer under applicable Data

Protection Law (a "**Personal Data Incident**"). Slack shall provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Slack's control. Except as required by applicable Data Protection Law, the obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non-Slack Products.

7.   RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Services for which Slack is Processing Personal Data, Slack shall, upon Customer's request, and subject to the limitations described in the Agreement and the Security Practices Datasheet, return all Personal Data in Slack's possession to Customer or securely destroy such Personal Data and demonstrate to the satisfaction of Customer that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Personal Data. For clarification, depending on the Service plan purchased by Customer, access to export functionality may incur additional charge(s) and/or require purchase of a Service upgrade.

8.   CONTROLLER AFFILIATES

8.1   **Contractual Relationship.** The parties acknowledge and agree that, by executing the DPA in accordance with "HOW TO EXECUTE THIS DPA", Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate DPA between Slack and each such Controller Affiliate subject to the provisions of the Agreement and this Section 8 and Section 9. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Customer.

8.2   **Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Slack under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.

8.3   **Rights of Controller Affiliates.** If a Controller Affiliate becomes a party to the DPA with Slack, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

8.3.1   Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against Slack directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together (as set forth, for example, in Section 8.3.2, below).

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

9.   LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and Slack, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the 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 Agreement and all DPAs together.

For the avoidance of doubt, Slack's and its Affiliates' total liability for all claims from the Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.

10. EUROPEAN SPECIFIC PROVISIONS

10.1 **GDPR.** Slack will Process Personal Data in accordance with the GDPR requirements directly applicable to Slack's provisioning of the Services.

10.1.1 **Data Protection Impact Assessment.** Upon Customer's request, Slack shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Slack. Slack shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

10.2 **Transfer Mechanisms.** For transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states and Switzerland to countries which do not ensure an adequate level of data protection within the meaning of applicable Data Protection Laws of the foregoing territories, to the extent such transfers are subject to such applicable Data Protection Laws, the Standard Contractual Clauses set forth in Exhibit C to this DPA apply, subject to Exhibit A.

11. PARTIES TO THIS DPA

The Section "HOW THIS DPA APPLIES TO CUSTOMER AND ITS AFFILIATES" specifies which Slack entity is party to this DPA. In addition, Slack Technologies, LLC is a party to the Standard Contractual Clauses in Exhibit C. Notwithstanding the signatures below of any other Slack entity, such other Slack entities are not a party to this DPA or the Standard Contractual Clauses.

12. LEGAL EFFECT
This DPA shall only become legally binding between Customer and Slack (and Slack Technologies, LLC, if different) when the formalities set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed. If Customer has previously executed a "data processing addendum" with Slack, this DPA supersedes and replaces such prior Data Processing Addendum.

13. **GOVERNING LAW**
This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Ireland.

List of Exhibits

Exhibit A: Additional Data Transfer Terms
Exhibit B: Description of Processing Activities
Exhibit C: Standard Contractual Clauses

The parties' authorized signatories have duly executed this DPA:

On behalf of Customer:

Customer Full Legal Name: _____

Signatory Name: _____

Position: _____

Address: _____

Signature: _____

On behalf of Slack Technologies, LLC:

Name: ██████████

Position: ██████████

Address: 500 Howard Street, San Francisco, CA 94105, United States of America

Signature: _____

On behalf of Slack Technologies Limited:

Name: ████████

Position: █████

Address: One Park Place, Hatch Street, Dublin 2, Ireland

Signature: _____

EXHIBIT A

ADDITIONAL DATA TRANSFER TERMS

1.   ADDITIONAL TERMS TO STANDARD CONTRACTUAL CLAUSES

1.1.   **Customers covered by the Standard Contractual Clauses.** The Standard Contractual Clauses and the additional terms specified in this Exhibit A apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Controller Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Services. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed "data exporters".

1.2.   **Instructions.** This DPA and the Agreement are Customer's complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the processing described in Section 2.3 of the DPA ("Slack's Processing of Personal Data") is deemed an instruction by the Customer to process Personal Data."

1.3.   **Appointment of new Sub-processors and List of current Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Slack will appoint Sub-processors in accordance with Section 4.1 ("Appointment of Sub-processors") of the DPA. Slack shall make available to Customer the current list of Sub-processors in accordance with Section 4.2 of the DPA.

1.4.   **Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Slack may engage new Sub-processors as described in Sections 4.2 and 4.3 of the DPA.

1.5.   **Copies of Sub-processor Agreements.** The parties agree that the copies of the Sub-processor agreements that must be provided by Slack to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Slack beforehand; and, that such copies will be provided by Slack, in a manner to be determined in its discretion, only upon request by Customer.

1.6.   **Audits and Certifications.** The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with Section 5.2 ("Third-Party Certifications and Audits") of the DPA.

1.7.   **Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Slack to Customer only upon Customer's request.

1.8.   **Conflict.** In the event of any conflict or inconsistency between the body of the DPA, this Exhibit, and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Exhibit C, the Standard Contractual Clauses shall prevail.

EXHIBIT B

DESCRIPTION OF PROCESSING ACTIVITIES

Data subjects

Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Authorized Users;
- employees of Customer;
- consultants of Customer;
- contractors of Customer;
- agents of Customer; and/or
- third parties with which Customer conducts business.

Categories of data

The personal data transferred concern the following categories of data:

Any personal data comprised in Customer Data, as defined in the Agreement.

Special categories of data

Customer may submit personal data to Slack through the Services, the extent of which is determined and controlled by Customer in compliance with applicable Data Protection Law and which may concern the following special categories of data, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade-union membership;
- genetic or biometric data;
- health; and
- sex life.

Processing operations

The personal data transferred will be processed in accordance with the Agreement and any Order Form and may be subject to the following processing activities:

- storage and other processing necessary to provide, maintain, and update the Services provided to Customer;
- to provide customer and technical support to Customer; and

- disclosures in accordance with the Agreement, as compelled by law.

EXHIBIT C

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:..

Address:...

Tel.:... ; fax:.. ; e-mail:..

Other information needed to identify the organisation:

....

(the data **exporter**)

And
Name of the data importing organisation: **Slack Technologies, LLC**

Address: **500 Howard Street, San Francisco, CA 94105**

Tel.: **(415) 579-9122**;   fax: ....;   e-mail: **dpa@slack-corp.com**

Other information needed to identify the organisation:

....

(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 the controller who transfers the personal data;

(c)   *'the Data Importer'* means the processor who agrees to receive from the Data Exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   *'the subprocessor'* means any processor engaged by the Data Importer or by any other subprocessor of the Data Importer who agrees to receive from the Data Importer or from any other subprocessor of the Data Importer personal data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the Data Exporter is established;

(f)   *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

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;