

## Schedule C

# DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA” or “Addendum”) is governed by Docebo’s Enterprise Client Master SaaS Agreement (“Terms and Conditions” or the “Agreement”), as updated from time to time, and is expressly made a part thereof, so that this Addendum and the Terms and Conditions shall be considered one, fully integrated document.

This Addendum, along with the Terms and Conditions, sets forth certain terms and conditions under which Docebo will provide Services, as such term is defined in the Terms and Conditions, to Company.

Company and Docebo are also referred to as a “Party” and collectively as the “Parties”.

This Addendum represents the Parties’ agreement regarding the processing of Personal Data submitted by the Company to the Services.

The duration of the Personal Data processing under this DPA corresponds to the duration of the Services. This DPA shall automatically terminate upon termination of the Agreement, or as earlier terminated pursuant to the terms of this DPA.

## 1. Definitions

“**Company Personal Data**” means Personal Data that are processed by Docebo in the course of providing the Services under the Agreement.

“**Data Controller**” means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data. For the purpose of this DPA, Data Controller is the Company and/or the other Data Controllers on whose behalf Company acts.

“**Data Processor**” means any natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of a Controller or on the instruction of another Processor acting on behalf of a Controller. For the purpose of this DPA, Data Processor is Docebo and its Affiliates.

“**Data Protection Laws**” means all applicable laws and regulations relating to the processing of Personal Data and privacy that may exist in the relevant jurisdictions.

“**Data Subject**” means an identified or identifiable natural person.

“**Data Systems**” means information systems including, but not limited to, cloud based systems, net-services, networks, computers, computer systems, communication systems and other information systems which may or may not be part of the LMS Platform.

“**Docebo Affiliate**” means Docebo affiliates, subsidiaries or sister companies (companies controlled by the same parent company) that may assist in the performance of the Services and may be

engaged in the processing of Personal Data.

“**GDPR**” means the Regulation (EU) 2016/679 (European Union General Data Protection Regulation).

“**LMS Platform**” or the “**Platform**” is the online training platform provided by Docebo as part of the Services.

“**Personal Data**” means any information relating to an identified or identifiable living individual or as otherwise defined by applicable Privacy Law.

“**process**”, “**processing**” or “**processed**” are any operation or set of operations which is performed upon Personal Data, whether or not by automated means, according with the meaning they have in the GDPR.

“**Security Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to Company Personal Data.

“**Services**” means all services provided by Docebo under the Agreement, as defined and disciplined by the same Agreement.

“**Standard Contractual Clauses**” means the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (Commission Decision of 5 February 2010) attached hereto as Annex C to this DPA.

“**Sub-processor**” means any Docebo Affiliate and any sub-contractor engaged in the processing of Company Personal Data, according to Section 3 of this DPA.

“**Supervisory Authority**” means any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Laws.

## 2. Appointment & Data Processing

2.1 Company is the sole Data Controller of the Company Personal Data or has been instructed by and obtained the authorization of the relevant Controller(s) to enter into this DPA in the name and on behalf of such Controller(s). Company is responsible for obtaining all the necessary authorizations and approvals to enter, use, provide, store and process Company Personal Data within the Service, ensuring Docebo to have obtained all the necessary permissions and approvals including under the law, to carry out such activities.

2.2 Company, as the Data Controller, hereby appoints Docebo as the Data Processor in respect of all processing operations carried out on Company Personal Data in order to provide the Services.

2.3 Docebo shall process Company Personal Data only for the purpose, scope and to the extent necessary to provide the Services and in accordance with Company’s instructions, as defined in paragraph 2.4 below.

2.4 The Parties agree that the Agreement and this DPA are the Company’s final instruction relating to the Company Personal Data Processing. Additional instructions that may be required by Company require the prior written agreement between the Parties, including agreement on any additional fees payable by Company to Docebo for carrying out such additional instructions. Company is entitled to terminate this Addendum and the Agreement if Docebo declines to follow any additional instructions requested by Company. In any case, Docebo will promptly inform Company if it believes that Company's instructions infringe Data Protection Laws or other relevant law.

2.5 Docebo acknowledges that it has no right, title or interest in Company Personal Data (including all intellectual property or proprietary information) and may not sell, rent or lease Company Personal Data to anyone.

2.6 The subject matter and duration of the processing, the nature and purpose of the processing, and the obligations and rights of Company are set forth in the Agreement, including this DPA. The type of Personal Data is non-sensitive identification data (first and last name) and contact details (email address). The categories of Data Subjects are Company personnel and personnel of Company's customers and partners. Company must specify in the Annex B whether other type of Personal Data or other categories of Data Subjects are involved in the processing.

### **3. Sub-Processing**

#### **3.1 General**

3.1.1 Company acknowledges and agrees that (a) Docebo Affiliates may be retained as Sub-processors; and (b) Docebo and Docebo Affiliates, respectively, may engage third-party Sub-processors in connection with the provision of the Services, or to fulfil its contractual obligations under this DPA, or to provide certain services on its behalf, such as providing support services.

3.1.2 On Company's request, Docebo shall provide details of the name of each Sub-processor and details of the countries where Company Personal Data are processed by each Sub-processor, in accordance with Article 28(4) of GDPR.

3.1.3 Docebo shall notify Company of any intended changes to the identity of the Sub-processors. Within 30 days after Docebo's notification of the intended change, Company can object to the Docebo's use of a new Sub-processor, in which case Docebo and Company shall meet to discuss the matter in good faith. If Docebo cannot reasonable accommodate Company's objection, Company may terminate the Agreement and this DPA. If Company does not object to the change within 30 days after Docebo's notification, the use of the new Sub-processor will be deemed accepted.

3.1.4 Docebo may only disclose or permit access to Company Personal Data to a Sub-processor provided Docebo has first executed a valid and enforceable written contract with the Sub-processor containing privacy and security provisions substantially similar to those contained in this DPA, in accordance with Article 28(2) and 28(4) of GDPR.

3.1.5 Docebo will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of all Sub-processors it engages to provide the Services, that cause Docebo to breach any of Docebo's obligations under this DPA.

#### **3.2 Docebo S.p.A**

Docebo S.p.A - Via Parco 47 - 20853 Biassono (MB) - ITALY, is the Docebo Affiliate who owns, developed, maintains and operates the LMS platform.

#### **3.3 Amazon Web Services**

3.3.1 Company acknowledges that the LMS Platform relies on Amazon Web Services (AWS), engaged as a Sub-processor to Docebo.

3.1.2 Docebo, through Docebo S.p.A, has entered into a written data processing agreement with AWS containing privacy and security provisions that comply with the provisions of Article 28 of the GDPR.

### 3.4 Information Processing Location

If Company has purchased an Enterprise plan, Company will be allowed to specify the location(s) where Company Personal Data will be processed within the AWS Network, including: Ireland (EU); Frankfurt (EU); Northern Virginia (North America); Singapore (APAC); Sydney (APAC/Australia); Canada (North America). The Main production site location and the Disaster recovery site location will be agreed among the parties during the Platform implementation.

## 4. Compliance with Laws

4.1 Each Party will comply with all laws, including the Data Protection Laws applicable to it and binding on it in the performance of this DPA, including all statutory requirements relating to data protection.

4.2 Company acknowledges that Docebo is not responsible for determining the requirements of laws applicable to Company's business or that Docebo's provision of the Services meet the requirements of such laws.

## 5. Security Responsibilities of Docebo

5.1 Docebo is responsible for implementing and maintaining appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Company Personal Data and to ensure that Docebo's processing of Personal Data is in accordance with the requirements of the Data Protection Laws and protects the rights of Data Subjects.

5.2 Information relevant to such security measures is provided in the section 4 of Agreement's Schedule A and in the "**Information Protection and Security Standard**" document, attached hereto as [Annex A](#), and available at this link : [https://www.docebo.com/tos/Docebo\\_DPA\\_Annex\\_A\\_EN.pdf](https://www.docebo.com/tos/Docebo_DPA_Annex_A_EN.pdf). Such document may be subject to changes, based on technical progress and further development, provided, in any case, that the security of the Services is not degraded.

5.3 The technical and organizational measures include the following:

- i. Docebo has implemented and will maintain appropriate procedures to ensure that unauthorized persons will not have access to the Data Systems used to process Company Personal Data and that any persons it authorizes to have access to Company Personal Data will protect and maintain the confidentiality and security of Company Personal Data.
- ii. Docebo has implemented and will maintain measures to ensure that all employees and contractors involved in the processing of Company Personal Data are authorized personnel with a need to access the data, are bound by appropriate confidentiality obligations and have undergone appropriate training in the protection and handling of Personal Data.
- iii. Docebo will take reasonable steps to ensure the reliability of any personnel who have access to Company Personal Data.
- iv. Docebo will not copy or reproduce any Company Personal Data, except as technically necessary to provide the Services (e.g. for data backup for business continuity or disaster recovery purpose), or to comply with statutory data retention rules.

5.4 Company declares and confirms to have evaluated the security measures implemented by

Docebo as providing an appropriate level of protection for the Company Personal Data, taking into account the risk associated with the processing of such Personal Data.

## 6. Security Breach

6.1 If Docebo becomes aware of either (a) any unlawful access to any Company Personal Data stored on the Data Systems used to process Company Personal Data; or (b) any unauthorized access to such Data Systems, where, in either case, such access results in loss, disclosure or alteration of Company Personal Data (each a “**Security Incident**”), Docebo without undue delay shall: (I) notify Company of the Security Incident; and (II) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

6.2 In the event of a Security Incident, Docebo shall provide Company with a reasonable assistance in dealing with the Security Incident, in particular in relation to making any notification to a Supervisory Authority or any communication to Data Subject, according to Articles 33 and 34 GDPR. In order to provide such assistance and taking into account the nature of the Services and the information available to Docebo, the notification of the Security Incident according to paragraph 6.1 above may include: (i) a description of the nature of the Security Incident including the categories and approximate number of data records concerned; and (ii) the likely consequences of the breach; and (iii) the measures taken or to be taken by Docebo to address the breach including measures to mitigate any possible adverse consequences; (iv) where, and in so far as, it is not possible for Docebo to provide such information at the time of the notice, the information may be provided in phases without undue further delay.

6.3 Company agrees that:

- I. Any Unsuccessful Security Incident will not be subject to this Section. An “Unsuccessful Security Incident” is one that results in no unauthorized access to Company Personal Data or to any Docebo controlled Data Systems used to process Company Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge server, port scans, unsuccessful log-in attempts, denial of service attack, packet sniffing or similar incidents; and
- II. Docebo's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Docebo of any fault or liability of Docebo with respect to the Security incident.

6.4 Notification of a Security Breach shall be made by email or by phone, to the email address and phone number that Company shall communicate in writing to Docebo before the Platform implementation.

## 7. Subject Access Requests & Other Communications

To the extent permitted by law, Docebo shall forward to Company any request received by Data Subject in connection with Company Personal Data. Taking into account the nature of the Services, Docebo shall provide reasonable assistance to Company by appropriate technical and organizational measure, insofar as this is possible, to allow the Company to respond to the Data Subject's requests. Any cost arising from such assistance shall be borne by Company. Such costs shall be set forth in a

quote to be agreed in writing by the Parties.

## **8. Data Quality, Retrieval & Destruction**

8.1 Docebo will update, correct or delete Company Personal Data on Company's request.

8.2 On termination of this DPA Docebo will comply with Company's instruction to return, delete or destroy all Company Personal Data processed by Docebo (including all copies) and provide Company with written confirmation or certification of such return, deletion or destruction, unless legislation, regulations or other legal process applicable to Docebo prevents it from doing so.

8.3 Company acknowledges that the LMS Platform relies on Amazon Web Services (AWS), and that Docebo can only logically delete terminated Company Personal Data stored in the Platform, as better specified in the relevant section of Annex A. Deletion will be performed in accordance with the timing requested by Company, or after fifteen (15) business days from the termination of the Agreement, if not otherwise specified.

## **9. Permitted Disclosures of Personal Data**

9.1 Docebo may disclose Company Personal Data to the extent such data is required to be disclosed by law, by any government or regulatory authority, or by a valid and binding order of a law enforcement agency (such as a subpoena or court order) or other authority of competent jurisdiction.

9.2 If a law enforcement agency sends Docebo a demand for disclosure of the Company Personal Data, Docebo will attempt to redirect the law enforcement agency to request that data directly from Company. As part of this effort, Docebo may provide Company's basic contact information to the law enforcement agency.

9.3 If compelled to disclose Company Personal Data to a law enforcement agency, then Docebo will give Company reasonable notice of the demand to allow Company to seek a protective order or other appropriate remedy, unless Docebo is legally prohibited from doing so.

## **10. Information Security Assessment**

10.1 Docebo will provide to Company and its designees, during the term of this DPA, all requested information in order to assess Docebo's information security measures adequacy and compliance with applicable data protection law.

10.2 Docebo has obtained the third-party certifications and audits set forth in the "Annex A: Information Protection and Security Standard". Upon Company's written request, and subject to the confidentiality obligations set forth in the Agreement, Docebo shall make available to Company that is not a competitor of Docebo (or Company's independent, third-party auditor that is not a competitor of Docebo) a copy of Docebo's most recent third-party audits or certifications, as applicable.

10.3 Company is responsible for reviewing the information made available by Docebo relating to data security and making an independent determination as to whether the Services meets

Company's requirements and legal obligations, including the requirements of Article 28-3(h) of GDPR, as well as Company's obligations under this Addendum.

- i. Docebo will allow for and contribute to audits, including inspections, at the following conditions: Company may ask to be authorized to commission, at its own expenses, an independent expert, whose appointment shall be subject to Docebo's approval; or to directly perform activities to check the measures taken by Docebo, according to the schedule and to the modalities that will be agreed upon between the Parties, and in accordance with the relevant policy set forth by Docebo.
- ii. Company may ask to be authorized to conduct, directly or through third parties whose appointment shall be subject to Docebo's approval, and at its own expenses, penetration tests and vulnerability scans. Docebo shall allow such activities according to the schedule and to the modalities that will be agreed upon between the Parties, and in accordance with the relevant policy set forth by Docebo.

## 11. Transfers of Personal Data out of the EEA

11.1 Docebo makes available the transfer mechanisms listed below which shall apply, in the order of precedence as set out in Section 11.2, to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations:

1. Docebo's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications;
2. The Standard Contractual Clauses attached hereto as Annex C to this DPA.

11.2 The transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) Docebo's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications and, (2) the Standard Contractual Clauses.

11.3 If Docebo engages a new Sub-processor in accordance with Section 3 of this DPA, at Docebo's discretion:

- i. Company shall enter into separate Standard Contractual Clauses with the new Sub-processor as provided by Docebo; or
- ii. Docebo shall enter into a written agreement with such new Sub-processor which imposes the same obligations on the new Sub-processor as are imposed on Docebo under Standard Contractual Clauses.

11.4 Company agrees that the Standard Contractual Clauses, including any claims arising from them, are subject to the terms set forth in the Agreement, including the exclusion and the limitation of liability. In any case of conflict between the Agreement and the Standard Contractual Clauses, the latter shall prevail.

11.5 Company agrees that the provision of support services, as set forth in the Agreement, may require access to Company Personal Data by Docebo's operators from EU or USA and Canada. In the latter case, the transfer of Personal Data will be subject to the transfer mechanisms set out in clause 11.2 above.

## 12. Nondisclosure

Company agrees that the details of this DPA are not publicly known and constitute Docebo's Confidential Information under the confidentiality provisions of the Agreement. If the Agreement does not include a confidentiality provision protecting Docebo Confidential Information and Company and Docebo or its Affiliates do not have a non-disclosure agreement in place covering this DPA, then Company will not disclose the contents of this DPA to any third party except as required by law.

## 13. Assistance on Data Protection Impact Assessment

13.1 Docebo shall provide Company with reasonable cooperation and assistance needed to fulfil Company's obligation under Article 35 of GDPR to carry out a data protection impact assessment related to Company's use of the Services, to the extent Company does not otherwise have access to the relevant information, and to the extent such information is available to Docebo.

13.2 Docebo shall provide Company with reasonable assistance in the cooperation or prior consultation with the Supervisory Authority in the performance of its task according to Article 36 of GDPR.

13.3 Any charge relating to the assistance provided by Docebo under this Section 13 shall be borne by Company. Such costs shall be set forth in a quote to be agreed in writing by the Parties.

## 14. Liability

14.1 Docebo's liability under this DPA shall be subject to the exclusions and the limitations of liability set out in the Agreement.

14.2 Company agrees to indemnify Docebo for any damages and regulatory penalties incurred by Docebo in relation to Company Personal Data that arise as a result of, or in connection with, Company's failure to comply with its obligations under this DPA or the GDPR.

## 15. Entire Agreement

15.1 This DPA supersedes and replace all prior representation, understanding, communications and agreements between the Parties in relation to the matter of this DPA.

15.2 For anything not provided in this DPA, reference should be made to the Agreement and to the Data Protection Laws.

## 16. Annexes

**Annex A:** "Information Protection and Security Standard"

The annex is available at this link : [https://www.docebo.com/tos/Docebo\\_DPA\\_Annex\\_A\\_EN.pdf](https://www.docebo.com/tos/Docebo_DPA_Annex_A_EN.pdf).



**Annex B: “Other type of Personal Data and other categories of Data Subjects”**

In addition to what specified in the section 2.6 of this DPA, any further types of Personal Data or categories of Data Subjects that will be involved in the processing shall be communicated in writing to Docebo before the Platform implementation.

**Annex C: “Standard Contractual Clauses”**

The annex is available at this link: [https://www.docebo.com/tos/Docebo\\_DPA\\_Annex\\_C\\_EN.pdf](https://www.docebo.com/tos/Docebo_DPA_Annex_C_EN.pdf).