



Agenda Bill

AB# 23-53

Duvall City Council

Meeting Date: 8/15/2023

Small Town. Real Life.

Subject Use of Allocated Funds for a Different Project

Document Type Other

Department Clerk

Contact John Botero, City Clerk

Attorney Review N/A

Planning Commission Recommendation No

Handling Normal **Deadline Date** 8/15/2023

Needed from Council Action

Recommendation

Allow the use of funds previously authorized under the biennial budget for e-mail archiving to purchase contract management software that will allow staff to have a one-stop cloud service to manage all contracts, their retention, and tracking.

Council Review History

[Click here to enter text.](#)

Attachments

PandaDoc Proposal

Routing

Director: John Botero, City Clerk

Approved: JB 8/10/2023

Administrator: Lara Thomas, DCA

Approved: LDT 8/10/2023

Our current budget allocated \$ 19,500 for a two-year subscription to an e-mail archiving service. At present, we use the Microsoft Office archiving service to keep all e-mails. Therefore, we would like to use these funds instead on a contract management software that would cost \$ 15,990.39 over two years and a total of \$ 22,923.51 over the contract duration of three years. Staff contacted different providers and found PandaDocs to be the most affordable.

This contract management software would allow the Clerk's Office to manage contracts, resolutions, and ordinances more efficiently. This software also includes an electronic signature feature that would potentially allow us to save additional funds on an e-

signature subscription through Adobe. Please note that though the proposal states that the price is only valid until July 19th, PandaDocs agreed to extend the pricing until August 16.

Budget Impacts Approved in Budget

Expenditure

Fund Name & #	2023-24 Budgeted Amount	Budget Impact +/-	Future Impact
502-54900-51-518-000000	\$ 19,500	\$ - 3,509.61	\$ NA
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Revenue

Fund Name & #	2023-24 Budgeted Amount	Budget Impact +/-	Future Impact
NA	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Notes

[Click here to enter text.](#)

Verified by Finance: [Click here to enter text.](#) [Click here to enter a date.](#)

Recommended Motion

I move to approve Agenda Bill # 23-53 to allow staff to purchase contract management software and for the Mayor to sign the agreement with the selected vendor.

Proposal

for City of Duvall

Prepared for

John Botero
City of Duvall

Prepared by

Alex Nelson
PandaDoc

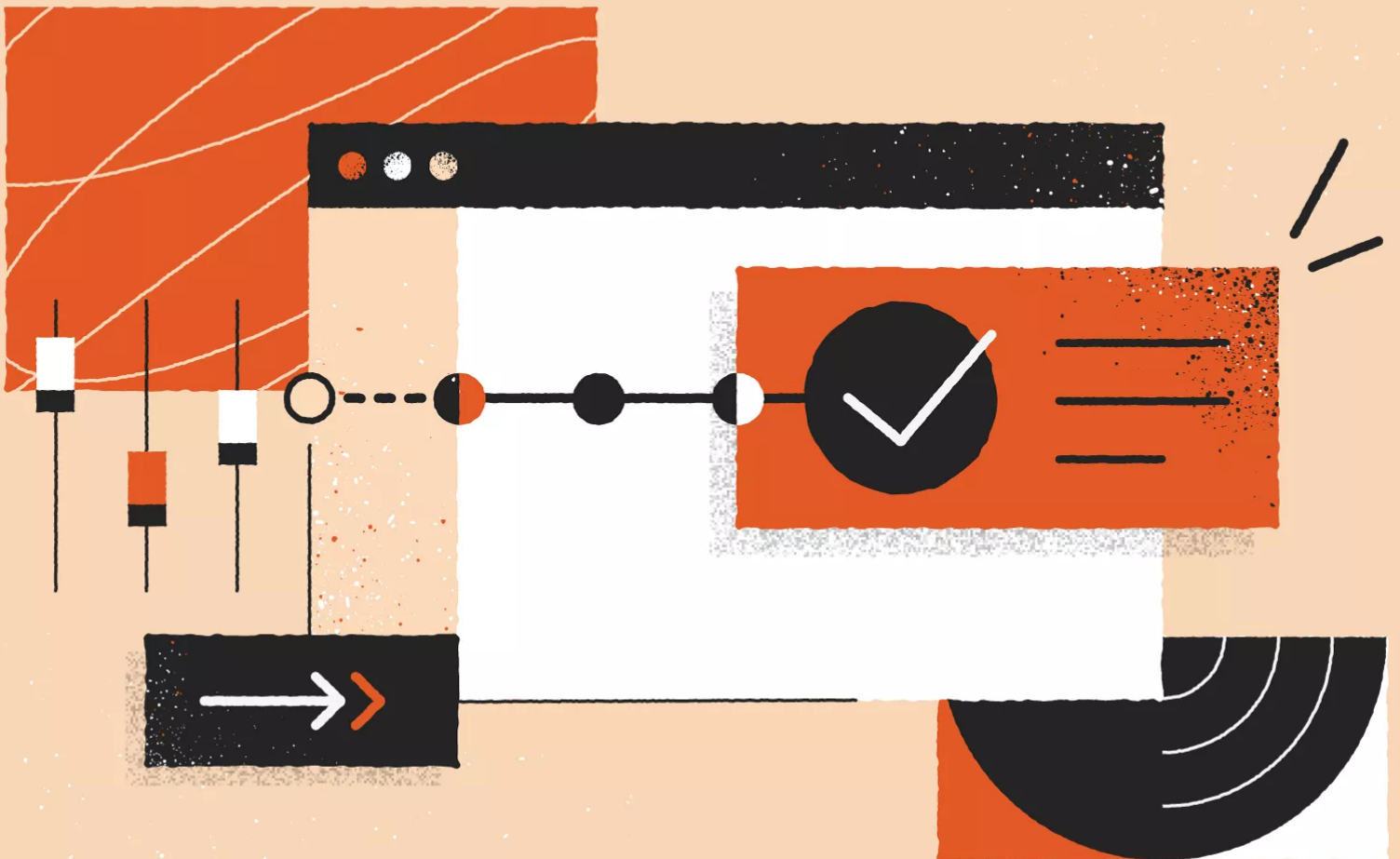


Table of Contents

Customized solution

The PandaDoc impact

Pricing overview

Safe & secure

Sign here to subscribe

Trusted and Proven

Thousands of companies choose PandaDoc to power their businesses worldwide.

Award-Winning Proposal, Contract, and eSignature Software

In 2023, PandaDoc continues to dominate the proposal, contract, and eSignature **software categories** of third-party review sites.

Don't take our word for it, read what our customers have to say on [G2](#) and [TrustRadius](#).



The Global Leader



Backed by Microsoft Ventures, HubSpot & Rembrandt Venture Partners

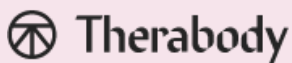


Achieved Unicorn status (Over \$1B valuation)



800+ employees located in three continents

Proudly serving 50,000+ companies across 120+ countries



A Customized Solution for Your Company

Thank you for your time and for considering PandaDoc! I have enjoyed learning about City of Duvall & your requirements for this project and am confident that we have the best solution for your needs.

Before diving into pricing, here is a brief summary of the project goals we discussed:

- Streamline quote, proposal & contract management processes
- Save time & increase productivity
- Enhance the quality of content design
- Improve communication — faster client response times
- Measure content & optimize proposal-to-signature success rates
- Eliminate redundancy & rework across multiple systems
- Accelerate your sales cycle, increase your closing rate & increase your average deal size

CRM integrations

Connect the tools you love with PandaDoc. Powerful native CRM integrations, simple connectors, and other out-of-the-box solutions help to streamline your document workflow. Create, send, track, and eSign important documents without leaving the applications you're already working in.



Get more out of PandaDoc with an [integration with your CRM](#)



Verified First is the premier background and drug screening company in North America. Their robust, customizable search solutions help thousands of companies validate and verify potential employees. Verified First is 100% compliant with the Fair Credit Reporting Act (FCRA), and as a Consumer Reporting Agency are held to the highest standards for information reporting.

[Read full case study](#)

Competitor used

DocuSign

Previous software used

Microsoft Word, PDFs

CRM used

Salesforce

Pricing overview

Contract start date	July 19, 2023
Contract end date	July 19, 2026
Proposal Expires	July 19, 2023

If signed by July 19th, 2023
8% off Enterprise Annual plan
15% off Onboarding
Paid annually
Paid year over year

Total cost for year 1: \$9,052.27
Total cost for year 2: \$6933.12
Total cost for year 3: \$6933.12

PandaDoc Subscription Plan	Price/Year/User	Users	Years	Discount	Total
Licenses					
<p data-bbox="99 268 488 306">Enterprise Plan - Annual Billing</p> <p data-bbox="99 365 448 396">Key functionalities included:</p> <ul data-bbox="142 401 558 1325" style="list-style-type: none"> • Unlimited templates & documents, • Unlimited eSignatures, Integrations with CRMs & other tools, • Document analytics • Automatic reminders • SSO (SAML 2.0) • Custom branding • Contract negotiations • Content Library • Signing order • Inline commenting • Approval workflows • Document expiration settings • Workspaces • Custom Roles & Granular permissions • Content locking • Advanced Reporting • Email white-labeling* • Access to PandaDoc API, SDK & webhooks • Document & signature forwarding • 24/7 Customer Support <p data-bbox="99 1373 513 1440">Available for purchase at this level (\$/license):</p> <ul data-bbox="142 1444 448 1476" style="list-style-type: none"> • Salesforce integration <p data-bbox="99 1524 513 1591">Available for purchase at this level (\$/doc):</p> <ul data-bbox="142 1596 566 1913" style="list-style-type: none"> • Zapier integration when using to create and send documents • Forms feature (250 free Forms included in annual subscription) • Bulk send (250 free Bulk Send included in annual subscription) • SMS verification (cost per sms) • Qualified electronic signature (cost per signature) 	\$1,068.00	2	3	-\$512.64	\$5,895.36

*Pricing does not include the one-time set up and maintenance fee of \$400 for white-labeling

<p>Enterprise Plan Creator Seats</p> <p>A modified license that includes all key Enterprise Plan features except the ability to create templates and forms.</p> <p>Key functionalities include:</p> <ul style="list-style-type: none"> • Creating and editing documents • Generate documents from templates • Use existing content library items • Upload documents • CRM Integration <p>Not included:</p> <ul style="list-style-type: none"> • Creating and editing templates & content library items • Creating and publishing forms • User management • Workflow set up <p><i>Permissions are still determined by User Roles</i></p>	\$708.00	6	3	\$0.00	\$12,744.00
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<p>Enterprise Plan Read-only Seats</p> <p>Read-only license that enables access to your Enterprise Plan account. Team members will be able to view, approve, and comment on documents but cannot create, edit or send any documents.</p> <p>Key functionalities included:</p> <ul style="list-style-type: none"> • View documents, Dashboard & Chat • Export & download documents • eSign documents <p>Not included:</p> <ul style="list-style-type: none"> • Creating or editing templates, documents, & content library items using the document editor • Ability to create or edit eForms <p><i>Permissions are still determined by User Roles</i></p>	\$180.00	4	3	\$0.00	\$2,160.00
					\$20,799.36

Onboarding Services (One-time)

<ul style="list-style-type: none"> ● Premium Onboarding <ul style="list-style-type: none"> • Personalized onboarding experience for up to 5 teams • Launch Plan Meeting (45 minutes) - dedicated meeting with a CSM to align on goals and milestones for the Onboarding • Virtual Group Training (1 hour) - provided by our Learning Services Team • Template Conversion - Up to 50 pages converted with 2 edits as needed • Template Review Meeting (1 hour) - dedicated meeting with a CSM to make sure your templates are set up properly according to your needs • Admin Training (1 hour) - dedicated meeting with a CSM. Topics include: Account + User Administration, Template Editor, Workflow Optimization, Reporting, Q&A. Topics customizable to customer needs. • Integration Assistance Meeting (1 hour) (CRM & Zapier) - dedicated meeting with a CSM to ensure your integration is activated and to guide you through the use of your integration. • Consulting with a Solutions Engineer (1 hour) - A meeting with a solutions engineer to discuss, validate, and provide guidance on your technical workflows (API, automations, customized integrations). • Team Training (1 hour) - a recorded customized walkthrough for your end users planned and delivered in collaboration between you and your CSM 	\$2,499.00	1	1	-\$374.85	\$2,124.15
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- **Success Plan Meeting** (45 minutes)- a capstone meeting with a CSM to wrap-up onboarding and set you up for long term success

***Onboarding services expire after 90 days of purchase*

\$2,124.15

Discount -\$887.49

Total (USD) \$22,923.51

All costs quoted in this proposal are exclusive of any sale or other applicable tax

Safe & Secure

Your document security is our top priority at PandaDoc. Your business documents contain information that only you and your clients need to see and we intend to keep it that way. Everyday we ensure our security and compliance is parallel with industry standards.



HIPAA compliant

PandaDoc is fully committed to helping healthcare providers protect patients' healthcare information when sending ePHI via PandaDoc. [Learn more](#)



Certification

PandaDoc is SOC II Type II certified. We can provide a SSAE 16 SOC 2 report and attestations of compliance, **upon request**. Our services are hosted on the Amazon AWS platform and this document details how we leverage the massive investments that Amazon continues to make in security to the benefit of our customers.



GDPR compliance

PandaDoc recognizes that protecting privacy requires a holistic security program. We've completed extensive research and created a resources page with detailed information explaining what GDPR is and how PandaDoc is compliant. [Learn more](#)



Physical Security

PandaDoc data centers (handled by Amazon AWS) are state of the art and utilize innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS platform and infrastructure. [Learn more](#)



FERPA

PandaDoc helps schools facilitate electronic communication between educators, administrators, and school districts and parents and students in full compliance with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) as to protect the privacy of student education records. [Learn more](#)



Third-Party Subprocessors

PandaDoc currently uses third-party subprocessors to provide various business functions. After due diligence, these subprocessors evaluate their defensive posture and executes an agreement requiring each one to maintain minimum acceptable security practices. [Learn more](#)



eIDAS Compliant

PandaDoc works with Trust Service Providers to ensure that all your signatures are verified, secure, and compliant. Safely send documents and ensure that the signer is the person you are doing business with, protecting sensitive data and making your documents admissible in court. [Learn More](#)

Sign Here to Subscribe

OR "FORWARD" THIS DOCUMENT
TO A LEGAL SIGNATORY

I hereby acknowledge I am authorized to enter into this contract and that I have read this proposal and understand and agree to the terms and conditions of PandaDoc's [Master Services Agreement](#) and [DPA](#).

PandaDoc account owner first name

PandaDoc account owner last name

Billing address

PandaDoc account owner email

Subscription Start Date

Billing contact email

Accepted by (customer)

Date of acceptance

Payment terms & instructions

Payment due 0 days after
Subscription Start Date. Discounts will
apply only this contract term. Please
send all billing inquiries to
invoices@pandadoc.com.

**Annual plans automatically renew every
year.** If you cancel thirty (30) days prior
to an upcoming renewal date, you will
not be charged on the following renewal
date and henceforth.

**Additionally, any reductions in your
subscription should also be made 30
days prior to renewal.**

This agreement is subject to

our [Master Services Agreement](#), [DPA](#), as
amended from time to time, and [Privacy
Policy](#).

Pay by credit card

PandaDoc account Go to Settings > Billing > Payment & Account details

Pay by check

Company PandaDoc, Inc.
Address Dept. LA 24920, Pasadena, CA 91185-492, USA

Pay by wire or ACH

Bank name Square 1 Bank Div Pacific Western Bk
Bank address 406 Blackwell St Suite 240, Durham, NC 27701
Routing & transit # 053112615
For the credit of PandaDoc, Inc.
Address 3739 Balboa St. #1083, San Francisco, CA 94121
Credit account # 0003153670
SWIFT ID SQARUS33

DATA PROCESSING AGREEMENT
(Revised December 2022)

This Data Processing Agreement (“**DPA**”) forms a part of the Customer Terms of Service found at <https://pandadoc.com/terms-of-service> or other written agreement between PandaDoc, Inc. and **Customer**, as set forth in the signature line below, for the purchase and/or use of PandaDoc, Inc.’s and/or its Affiliates (collectively, “**PandaDoc**”) products and/or services (the “**Agreement**”), and reflects the parties mutual understanding and agreement related to the Processing of Customer’s Personal Data (as defined herein) by PandaDoc on behalf of Customer.

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under Applicable Privacy and Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In the event of inconsistencies between any provision of this DPA and any provision of the Agreement, the provisions of this DPA shall prevail. In the event of conflict between the Standard Contractual Clauses (SCCs) and this DPA, the SCCs shall prevail.

HOW THIS DPA APPLIES TO CUSTOMER AND ITS AFFILIATES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the PandaDoc entity that is party to the Agreement with Customer is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with PandaDoc or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA shall be deemed to be an addendum to such Order Form and applicable renewal Order Forms, and the PandaDoc entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor an Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

If the Customer entity is signing this DPA is neither a party to an Order Form nor an Agreement directly with PandaDoc, but is instead a Customer indirectly via an authorized reseller of PandaDoc’s products and/or services, this DPA is not valid and is not legally binding. Such entity should contact the authorized reseller to discuss whether any amendments to its agreement with the reseller are necessary.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership of or authority to direct more than 50% of the voting interests of the subject entity.

“**Applicable Privacy and Data Protection Laws**” means all applicable privacy and data protection laws and regulations, including laws and binding regulations that apply to the Processing of Personal Data under the Agreement, or to the privacy of electronic communications, including, to the extent applicable, (i) the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the EU e-Privacy Directive (Directive 2002/58/EC), (ii) in respect of the United Kingdom the Data Protection Act 2018 and the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (the “UK GDPR”), (iii) the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199.95), the CCPA Regulations (Cal. Code Regs. tit. 11, §§ 7000 to 7102), and any related regulations or guidance provided by the California Attorney General (“CCPA” or “CPRA”), (iv) and the state laws of Colorado, Virginia, Utah, Connecticut and any other U.S. states that are applicable to the Processing of Personal Data, and (v) the Swiss Federal Data Protection Act (“Swiss Data Protection Act”), and any legislation or regulations implementing, replacing, amending or made pursuant to such laws (in each case as may be amended or superseded from time to time).

“Controller” shall have the meanings given to them under Applicable Privacy and Data Protection Laws.

“Controller Affiliate” means any of Customer's Affiliate(s) (i) that are subject to Applicable Privacy and Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use PandaDoc's products and/or services pursuant to the Agreement between Customer and PandaDoc, but have not signed their own Order Form and are not a “Customer” as defined under the Agreement.

“Customer Data” means (unless otherwise defined in the Agreement in which case the definition in the Agreement shall apply), all data and information provided by Customer, its Affiliates and its customers to PandaDoc in relation to PandaDoc's provision of the products and/or services including without limitation message text, files, comments, links and profile information. “Customer Data” does not include non-PandaDoc products and/or services.

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

“EEA” means the European Economic Area.

“Personal Data” means any information that relates to an identified or identifiable natural person or to an identified or identifiable legal entity, to the extent that such information is protected as personal data or personally identifiable information under Applicable Privacy and Data Protection Laws and such data submitted is Customer Data. “Personal Data” as used herein only applies to Personal Data for which PandaDoc is a Processor.

“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, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” shall have the meanings given to them under Applicable Privacy and Applicable Privacy and Data Protection Laws.

“PandaDoc Inc.” means PandaDoc, Inc., a corporation incorporated in Delaware.

“PandaDoc” means, collectively, PandaDoc Inc. and its Affiliates engaged in the Processing of Personal Data.

“Restricted Transfer” means: (i) where the GDPR applies, a transfer of Personal Data originating from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data originating from the United Kingdom to any other country which is not subject to adequacy regulations adopted pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where the Swiss Data Protection Act applies, a transfer of Personal Data originating from Switzerland to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.

“Security Practices” means PandaDoc's “Security Practices Datasheet”, as updated from time to time, and currently accessible at Exhibit 2.

“Standard Contractual Clauses” or “SCCs” (i) where the GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the European Council, (the **“EU SCCs”**) and which are hereby incorporated into this DPA; (ii) where the UK GDPR applies, the International Transfer Addendum or Addendum to the EU SCCs for international data transfers issued under Section 119A of the Data Protection Act 2018 and approved by UK Parliament on 21 March 2022 (**“International Data Transfer Addendum”**) and which is hereby incorporated into this DPA; and (iii) where the Swiss Data Protection Act applies, the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information

Commissioner (the "**Swiss SCCs**"), in each case as completed as described in Section 11 below. For the purposes of the EU SCCs and the International Transfer Addendum, if applicable, (a) Customer shall be the 'data exporter and PandaDoc the 'data importer. '

"Sub-processor" means any entity engaged by PandaDoc and/or its Affiliates to Process Personal Data in connection with PandaDoc's products and/or services.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR for the EU; the Information Commissioner's Office ('ICO') in the United Kingdom; or the Federal Data Protection and Information Commissioner (FDPIIC) in Switzerland.

2. PROCESSING OF PERSONAL 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 and PandaDoc is the Processor. PandaDoc may engage Sub-processors pursuant to the requirements set forth in Article 4 "Sub-processors" below to Process such Personal Data.
- 2.2. Customer's Processing of Personal Data.** Customer shall have sole responsibility for the accuracy and quality of Personal Data, the means by which Customer acquired such Personal Data and ensure compliance with laws as it relates to the foregoing. Customer acknowledges that it is responsible for properly implementing access and use controls and configuring certain features and functionalities that Customer may elect to use and that it will do so in such manner that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Personal Data. PandaDoc will be entitled to rely solely on Customer's instructions relating to Personal Data Processed by PandaDoc.
- 2.3. PandaDoc's Processing of Personal Data.** With respect to Personal Data Processed by PandaDoc as Customer's Processor, PandaDoc shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by authorized users in their use of PandaDoc's products and/or services; and (iii) Processing to comply with other reasonable instructions provided by Customer in writing (e.g., via email or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the "**Purpose**"). PandaDoc shall not disclose Personal Data to third parties except: (i) to employees, service providers, or advisers who have a need to know the Personal Data and are under confidentiality obligations at least as restrictive as those described under this DPA, or (ii) as required to comply with valid legal process in accordance with the terms of the Agreement. If PandaDoc has reason to believe Customer's instructions infringe the GDPR, UK GDPR, other EEA data protection provisions, the CCPA/CPRA or other applicable US state or federal laws, then PandaDoc will promptly notify Customer. Customer acknowledges and agrees that PandaDoc collects cumulative, anonymized data and analytics pertaining to its customers including without limitation Customer ("Unidentifiable Data"), and, provided that such Unidentifiable Data Subject is and will remain unidentifiable, the data is not subject to the deletion requirement set forth in Paragraph 7 ("Return and Deletion of Client Data") herein.
- 2.4. Details of the Processing.** PandaDoc agrees that it will Process the Personal Data in relation to the Purpose and the provision of PandaDoc's products and/or services. 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 DPA are further specified in Exhibit 3 attached hereto and incorporated herein.

3. RIGHTS OF DATA SUBJECTS & DATA SUBJECT REQUESTS

- 3.1.** PandaDoc shall, to the extent legally permitted, promptly notify Customer if PandaDoc receives any requests from a Data Subject to exercise the following Data Subject rights: access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or to not be subject to an automated individual decision making (each, a "**Data Subject Request**"). Taking into account the nature of the Processing, PandaDoc shall assist Customer by

appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Applicable Privacy and Data Protection Laws. In addition, to the extent Customer, in its use of PandaDoc's products and/or services, does not have the ability to address a Data Subject Request, PandaDoc shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent PandaDoc is legally permitted to do so and the response to such Data Subject Request is required under Applicable Privacy and Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from PandaDoc's provision of such assistance, including without limitation any fees associated with provision of additional functionality.

4. SUB-PROCESSORS

- 4.1. Appointment of Sub-processors.** Customer acknowledges and agrees that (a) PandaDoc's Affiliates may be retained as Sub-processors; and (b) PandaDoc and PandaDoc's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the products and/or services. As a condition to permitting a third-party Sub-processor to Process Personal Data, PandaDoc or a PandaDoc Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the services provided by such Sub-processor. Customer acknowledges that PandaDoc, Inc. is located in the United States and provides PandaDoc's products and/or services to Customer. Customer agrees to enter into the SCCs and acknowledges that Sub-processors may be appointed by PandaDoc in accordance with Clause 9 of the SCCs incorporated herein.
- 4.2. List of Current Sub-processors and Notification of New Sub-processors.** The then-current list of Sub-processors PandaDoc uses to provide the products and/or services, including the identities of those Sub-processors and their country of location, is accessible at <http://www.pandadoc.com/GDPR/subprocessors> ("**Sub-processor List**") which may be updated by PandaDoc from time to time, but not less than annually when applicable, upon advance written notice to Customer.
- 4.3. Objection Right for New Sub-processors.** Customer may reasonably object to PandaDoc's use of a new Sub-processor (e.g., if making Personal Data available to the Sub-processor may violate Applicable Privacy and Data Protection Laws or weaken the protections for such Personal Data) by notifying PandaDoc promptly in writing within 30 business days after Customer becomes aware of such change. Such notice shall include the date the Customer became aware of the new Sub-processor and explain the reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, PandaDoc will use commercially reasonable efforts to make available to Customer a change in PandaDoc's products and/or services or recommend a commercially reasonable change to Customer's configuration or use of PandaDoc's products and/or services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If PandaDoc is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days from the date PandaDoc receives written notice from Customer, either party may terminate without penalty the applicable Order Form(s) with respect only to those PandaDoc's products and/or services which cannot be provided by PandaDoc without the use of the objected-to new Sub-processor by providing written notice to the other party advising of such termination. PandaDoc will refund to 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 PandaDoc products and/or services, without imposing a penalty for such termination on Customer.
- 4.4. Liability.** PandaDoc shall be liable for the acts and omissions of its Sub-processors to the same extent PandaDoc would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

5. SECURITY

- 5.1. Controls for the Protection of Customer Data.** PandaDoc shall maintain appropriate technical

and organizational measures for protection of the security, confidentiality and integrity of Customer Data, as set forth in the Security Practices located at pandadoc.com/security.

5.2. Third-Party Certifications and Audits. PandaDoc has obtained the third-party certifications and audits set forth in the Security Practices. Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, PandaDoc shall make available to Customer (or Customer's independent, third-party auditor) information regarding PandaDoc'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. Customer may contact PandaDoc in accordance with the "Notices" Section of the Agreement to request an audit of PandaDoc's procedures relevant to the protection of Personal Data, but only to the extent required under Applicable Privacy and Data Protection Laws and Customer shall not disrupt PandaDoc's business operations during the performance of such audit. Customer shall reimburse PandaDoc for any time expended for any such audit at PandaDoc's then-current rates. Before the commencement of any such audit, Customer and PandaDoc 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 PandaDoc. Customer shall promptly notify PandaDoc with information regarding any non-compliance discovered during the course of an audit, and PandaDoc shall use commercially reasonable efforts to address any confirmed non-compliance.

6. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

PandaDoc shall maintain commercially reasonable security incident management policies and procedures specified in the Security Practices. PandaDoc shall notify Customer without undue delay of any breach relating to Personal Data (within the meaning of Applicable Privacy and Data Protection Laws) of which PandaDoc becomes aware and which may require a notification to be made to a Supervisory Authority or Data Subject under Applicable Privacy and Data Protection Laws or which PandaDoc is required to notify to Customer under Applicable Privacy and Data Protection Laws (a "**Customer Data Incident**"). Taking into account the nature of Processing and the information available to PandaDoc and in accordance with the Agreement, PandaDoc shall provide commercially reasonable cooperation and assistance in identifying the cause of such Customer Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within PandaDoc's control. The obligations herein shall not apply to incidents that are caused by Customer, Customer's authorized users and/or any non-PandaDoc products and/or services.

7. RETURN AND DELETION OF CUSTOMER DATA

Upon termination of the Agreement and/or Order Form pursuant to which PandaDoc is Processing Personal Data, PandaDoc shall, upon Customer's request, and subject to the limitations described in the Agreement and the Security Practices, return all Customer Data and copies of such data to Customer or securely destroy them and reasonably demonstrate to the Customer that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Customer Data. PandaDoc agrees to preserve the confidentiality of any retained Customer Data for the duration of the Agreement only and will only actively Process such Customer Data after such date if agreed to by the parties or to otherwise comply with applicable laws. This Section 7 shall not apply to Unidentifiable Data, as defined herein.

8. CONTROLLER AFFILIATES

8.1. Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement and/or Order Form and 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 PandaDoc and each such Controller Affiliate subject to the provisions of the Agreement. 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 PandaDoc products and/or 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 and Customer shall be liable for such violation.

- 8.2. Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with PandaDoc 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 PandaDoc, it shall, to the extent required under Applicable Privacy and 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 Privacy and Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against PandaDoc 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 audit of the PandaDoc procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on PandaDoc by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Controller Affiliates in one single audit.

9. PANDADOC PERSONNEL

- 9.1. Confidentiality.** PandaDoc shall use commercially reasonable efforts to ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. PandaDoc shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 9.2. Reliability.** PandaDoc shall take commercially reasonable steps to ensure the reliability of any PandaDoc personnel engaged in the Processing of Personal Data.
- 9.3. Limitation of Access.** PandaDoc shall ensure that PandaDoc's access to Personal Data is limited to those personnel performing services in accordance with the Agreement.
- 9.4. Data Protection Officer/Responsible Party.** PandaDoc has a data protection officer or individual responsible for its data protection in the United States, EU and UK that are collectively reached at privacyteam@pandadoc.com.

10. 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 PandaDoc, 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, the total liability of PandaDoc (and its Affiliates, if any) for all claims from the Customer and all of its Controller Affiliates arising out of and/or related to the Agreement and each DPA shall apply in the aggregate for all claims under the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates. It is specifically understood that liability shall not apply individually and severally to Customer and to Controller Affiliates.

- 11.** PandaDoc will Process Personal Data in accordance with the Applicable Privacy and Data Protection Laws requirements directly applicable to the provisioning of PandaDoc's products and services.

11.1. Data Protection Impact Assessment. Upon Customer's request, PandaDoc shall provide Customer with reasonable cooperation and assistance (at Customer's expense) needed to fulfill Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of PandaDoc's products and/or services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to PandaDoc. PandaDoc shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

11.2. Transfer Mechanisms.

11.2.1. PandaDoc shall (and shall procure that any Subprocessor shall) not Process or transfer (directly or via onward transfer) any Customer Data in or to a territory other than the territory in which the Customer Data was first collected (nor permit the Customer Data to be so Processed or transferred) unless: (i) it has first obtained Customer's prior written consent and (ii) it takes all such measures as are necessary to ensure such Processing or transfer is in compliance with Applicable Privacy and Data Protection Laws (including such measures as may be communicated by Customer to PandaDoc). Without prejudice to the foregoing, the Parties agree that when a transfer of Customer Data by Customer (as data exporter) to PandaDoc (as data importer) under this DPA is a Restricted Transfer, PandaDoc shall be bound by the SCCs, which shall be deemed incorporated into this DPA as follows:

11.2.1.1. In relation to transfers of Personal Data protected by the GDPR, the EU SCCs will apply completed as follows:

11.2.1.1.1. Where Customer is a controller of the Personal Data, Module Two (*controller to processor transfers*) shall apply;

11.2.1.1.2. In Clause 7, the optional docking clause will apply;

11.2.1.1.3. In Clause 9, Option 2 will apply, and the time period for prior notice of Subprocessor changes shall be as set out in Section 4 of this Agreement;

11.2.1.1.4. In Clause 11, the optional language will not apply;

11.2.1.1.5. In Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

11.2.1.1.6. In Clause 18(b), disputes shall be resolved before the courts of Ireland; and

11.2.1.1.7. Annex I and II of the EU SCCs shall be deemed completed with the information set out in Exhibits 2-4 of this DPA;

11.2.1.2. In relation to transfers of Personal Data protected by the UK GDPR, the EU SCCs will also apply to such transfers in accordance with Section 11.2.1.1 above, with the following modifications:

11.2.1.2.1. any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the UK GDPR; references to specific Articles of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK GDPR;

11.2.1.2.2. references to "EU", "Union" and "Member State law" are all replaced with "UK"; Clause 13(a) and Part C of Annex I of the EU SCCs are not used; references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the Information Commissioner and the courts of England and Wales;

11.2.1.2.3. Clause 17 of the EU SCCs is replaced to state that "The Clauses are governed by the laws of England and Wales" and Clause 18 of the EU SCCs is replaced to state "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may bring legal proceeding against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts;"

11.2.1.2.4. The International Transfer Addendum is set forth at Exhibit 4 to this DPA, if applicable,

unless the EU SCCs as implemented above cannot be used to lawfully transfer such Personal Data in compliance with the UK GDPR, in which event the UK SCCs shall instead be incorporated by reference and form an integral part of this DPA and shall apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the UK SCCs shall be populated using the information contained in Exhibits 2 -4 of this DPA (as applicable).

11.2.1.3. In relation to transfers of Personal Data protected by the Swiss Data Protection Act, the EU SCCs will also apply to such transfers in accordance with Section 11.2.1.1 above, with the following modifications:

11.2.1.3.1. any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss Data Protection Act;

11.2.1.3.2. references to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be; and

11.2.1.3.3. references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the FDIPC and competent courts in Switzerland,

unless the EU SCCs as implemented above cannot be used to lawfully transfer such Personal Data in compliance with the Swiss Data Protection Act, in which event the Swiss SCCs shall instead be incorporated by reference and form an integral part of this DPA and shall apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the Swiss SCCs shall be populated using the information contained in Exhibits 2-4 of this DPA (as applicable).

12. LEGAL EFFECT

This DPA shall only become legally binding between Customer and PandaDoc (and PandaDoc, Inc., if different) when executed by both parties. If Customer has previously executed a data processing addendum with PandaDoc concerning the subject matter hereof, the parties acknowledge and agree that this DPA supersedes and replaces such prior data processing addendum. For purposes of clarification, this DPA becomes legally binding on the date the last party below executes the DPA.

13. VENUE

This DPA and any dispute or claim arising out of and/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 legal system of Ireland.

14. MISCELLANEOUS

The parties agree that this DPA and, if applicable, the Standard Contractual Clauses, shall terminate automatically upon (i) termination of the Agreement; or (ii) if applicable, the expiration or termination of all Order Forms or similar contract documents entered into by PandaDoc with Customer pursuant to the Agreement, whichever is later. Any obligation imposed on either party under this DPA in relation to the Processing of Personal Data that would reasonably be interpreted to survive any termination or expiration of this DPA, shall survive. Customer may notify PandaDoc in writing from time to time of any variations to this DPA which are required as a result of a change in Applicable Privacy and Data Protection Laws. Any such required variations shall take effect on the date falling 45 (forty-five) calendar days after the date such written notice is received and PandaDoc shall procure that, where necessary, the terms in each contract between PandaDoc or any PandaDoc Affiliate and each Sub-processor are amended to incorporate such variations within the same time period. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

List of Exhibit(s) attached and incorporated:

- Exhibit 1.A: California Specific Provisions
- Exhibit 1.B: Virginia Specific Provisions
- Exhibit 2: Technical and Organizational Measures
- Exhibit 3: Annexes 1 -3 to the SCCs
- Exhibit 4: UK International Data Transfer Addendum

The parties' authorized signatories have executed this DPA as set forth below. The agreement begins on the date the Customer signs ("**Effective Date**").

On behalf of Customer: _____

Print Name: _____

Position: _____

Address:

Email:

Signature: _____

Date: _____


On behalf of PandaDoc, Inc.:

Print Name: Kelley Boland

Position: Director of Legal and Compliance, Senior
Legal Counsel.

Address: 3739 Balboa St. #1083, San Francisco, CA
94121

Email: Privacyteam@pandadoc.com

Signature:  _____

Date: 12 / 16 / 2022

EXHIBIT 1.A TO THE DATA PROCESSING AGREEMENT

CALIFORNIA SPECIFIC PROVISIONS

This Exhibit 1.A forms part of the DPA. Capitalized terms not defined in this Exhibit 1 have the meaning set forth in the DPA.

1. When processing California Personal Information (as defined in the California Privacy Rights Act of 2020 (Cal. Civ. Code §§ 1798.100 to 1798.199.100 "**CPRA**") in accordance with Customer's instructions, the parties acknowledge and agree that Customer is a Business and PandaDoc is a Service Provider for the purposes of the CPRA. PandaDoc shall process California Personal Information solely for a valid business purpose to perform the Services.

PandaDoc understands and agrees to the prohibition from: (i) selling or sharing of California Personal Information that it processes on behalf of the Customer; (ii) retaining, using, or disclosing California Personal Information for a commercial purpose other than providing the Services or otherwise permitted by CCPA; (iii) retaining, using, or disclosing California Personal Information outside of the Agreement between PandaDoc and Customer, (iv) retaining, using, or disclosing the personal information for any purpose outside those specified in the contract or outside the direct business-service provider relationship; and (v) combining the personal information received from or on behalf of the business with personal information the service provider received elsewhere, unless specific statutory or regulatory exceptions apply.

EXHIBIT 1.B TO THE DATA PROCESSING AGREEMENT

VIRGINIA SPECIFIC PROVISIONS

This Exhibit 1.B forms part of the DPA. Capitalized terms not defined in this Exhibit 1.B have the meaning set forth in the DPA.

1. When processing Virginia Personal Data (as defined in the Virginia Consumer Data Protection Act ([Va. Code Ann. §§ 59.1-575 to 59.1-584](#) (effective January 1, 2023))) ("VCDPA"), in accordance with Customer's instructions, the parties acknowledge and agree that Customer is the data controller and PandaDoc is the data processor for the purposes of the VCDPA. When processing Virginia consumers' Personal Data on Customer's behalf, PandaDoc agrees:
 - To ensure that processing of Personal Data is subject to a duty of confidentiality with respect to the data;
 - At the Customer's direction, delete or return all Personal Data to the controller as requested at the end of the provision of services, unless retention of the Personal Data is required by law;
 - Upon the Customer's reasonable request, PandaDoc will make available to Customer all information in its possession necessary to demonstrate PandaDoc's compliance with VCDPA obligations for processors;
 - Allow, and cooperate with, reasonable assessments by Customer or Customer's designated assessor; alternatively, PandaDoc may arrange for a qualified and independent assessor to conduct an assessment of its policies and technical and organizational measures in support of the obligations under VCDPA using an appropriate and accepted control standard or framework and assessment procedure for such assessments. PandaDoc will provide a report of such assessment to Customer upon request; and
 - To engage any subcontractor pursuant to a written contract with a requirement that the subcontractor must meet PandaDoc's obligations with respect to the Personal Data.

2. PandaDoc understands and agrees to:
 - Adhere to Customer's instructions and will assist Customer in its obligation to respond to consumer rights requests in compliance with VCDPA;
 - Assist Customer in relation to the notification of breach of security of PandaDoc's system in compliance with VCDPA; and
 - To provide necessary information to enable Customer to conduct and document data protection assessment(s).

EXHIBIT 2 TO THE DATA PROCESSING AGREEMENT

TECHNICAL AND ORGANIZATIONAL MEASURES

This Exhibit 2 forms part of the DPA. Capitalized terms not defined in this Exhibit 2 have the meaning set forth in the DPA.

PandaDoc shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Personal Data. Such safeguards shall include:

- IT Security Policy. PandaDoc will maintain a written information security policy applicable to all authorized personnel and systems.
- Training. PandaDoc will provide information security awareness training to all employees at least annually.
- Access Control. PandaDoc will maintain an access control policy, procedures, and controls consistent with industry standard practices. PandaDoc will limit access to Customer's Personal Data to those employees and Sub-processors with a need-to-know.
- Logical Separation. PandaDoc will ensure Customer's Personal Data is logically separated from other PandaDoc customer data.
- Networking. PandaDoc will ensure network access control mechanisms are designed to prevent network traffic using unauthorized protocols from reaching the systems and applications infrastructure.
- Encryption. Where appropriate, Customer's Personal Data will be encrypted in-transit and at rest using industry standard encryption technologies.
- Asset Inventory. PandaDoc will maintain an inventory of all information technology assets used in its operation of the services.
- Password Management. PandaDoc will maintain a password management policy designed to ensure strong passwords consistent with industry standard practices.
- Incident Response Plan. PandaDoc will maintain an incident response plan that addresses Security Incident handling. PandaDoc also maintains an event log of security incidents.
- Backups of Customer Personal Data. PandaDoc will maintain an industry standard backup system and backup of Customer's Personal Data designed to facilitate timely recovery in the event of a service interruption.
- Disaster Recovery and Business Continuity Plans. PandaDoc will maintain disaster recovery and business continuity plans consistent with industry standard practices.
- Malicious Code Protection. All PandaDoc workstations will run the current version of industry standard anti-virus software with the most recent updates available on each workstation. Virus definitions will be updated within a reasonable period following release by the anti-virus software vendor.
- Data Minimization. PandaDoc limits the use of any personal data collected to uses that are compatible with the context in which that personal data was collected.
- Vendor Management. PandaDoc will maintain the Third Party/Vendor Management Program and oversee the risk and compliance program for vendors, partners and other third parties by assessing and managing the risks assumed by the nature of relationships with vendors, partners and other third parties.
- Vulnerability Management Controls. PandaDoc will maintain a vulnerability management program to identify and resolve security vulnerabilities in a timely manner.

Additional Safeguarding Measures

- PandaDoc conducts periodic reviews of our security policies and practices through independent third-party auditing services. Reporting on Controls at a Service Organisation (SOC 2) Audits, as well as internal auditing services and other assessments deemed appropriate.
- PandaDoc maintains annual penetration tests to identify and resolve foreseeable attack vectors and potential abuse scenarios.

EXHIBIT 3 TO THE DATA PROCESSING AGREEMENT

ANNEX 1-3 OF THE SCCS

This Exhibit 3 forms part of the DPA. Capitalized terms not defined in this Exhibit 3 have the meaning set forth in the DPA.

SCCs ANNEX I

A. LIST OF PARTIES

Data Exporter:

1. Name: Customer

Address: As set forth in the DPA

Contact person's name, position and contact details: As set forth in the DPA

Relevant Activities: As set forth in below and in accordance with the Services under the Master Service Agreement.

Signature: _____ Date: _____

Role: Data Controller

Data Importer:

2. PandaDoc, Inc.

3739 Balboa St. #1083, San Francisco, CA 94121

Kelley Boland, Director of Legal and Compliance

Email: privacyteam@PandaDoc.com

Relevant Activities: As set forth in Exhibit 2. Further, PandaDoc is an organization that assists other organizations in providing technical solutions to reduce administrative burden of transacting business by creating personalized documents in an automated fashion (not profiling or automated decision making under the GDPR). Such automation includes creating and approving proposals, quotes, contracts, and eSignatures.

Signature:  _____ Date: 12 / 16 / 2022

Role: Data Processor

B. DESCRIPTION OF TRANSFER

1. **Categories of data subjects whose personal data is transferred:**

The authorized representative(s) of the organization using PandaDoc and Customer's end-user, if applicable.

2. **Categories of personal data transferred:**

- a. Customer and Customer's end-user (if applicable):
 - i. Contact details: Name (First & Last), Email Address, Phone Number, Company Name, Job Role, IP address, geolocation information, log-in and password
 - ii. Billing details: Name (First & Last), Email Address, Address, Country, State, City, Zip code, Credit Card information
 - iii. Other details: demographic information, usage data including the amount of time spent on particular pages and the number of times a document is viewed, names and email addresses of parties to a transaction, subject line, history of actions individuals take related to a transaction (ie sign and forward features) and personal information about those individuals or their devices, such as name, IP address, email address and other authentication methods.
- b. Customer's Employees:
 - i. Contact Details: Name (First & Last), Email Address

3. **Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitations, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:**

Data exporter shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to data importer for processing

4. **The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).**

Personal data may be transferred one-off or continuous basis at the option of the authorized user.

5. **Nature of the processing. Please select from the following and/or add** The following list shall act as the default in response to this, if no selection is made.

- a. Adaption or alteration
- b. Collection
- c. Consultation
- d. Destruction
- e. Disclosure by transmission
- f. Dissemination
- g. Erasure
- h. Organization
- i. Recording
- j. Retrieval
- k. Storage
- l. Structuring
- m. Use

6. **Purpose(s) of the data transfer and further processing**

The purpose of the data transfer is to further the contract (Terms of Service) and for the person seeking to evaluate the PandaDoc service.

7. ***The period for which the personal data will be retained or, if that is not possible, the criteria used to determine that period.***

For the duration of the Terms of Service and the provision of services as outlined in such Agreement or Order Form.

8. ***For transfers to (sub-) processors, also specific subject matter, nature and duration of the processing:***

As set forth at Annex III.

C. COMPETENT SUPERVISORY AUTHORITY

Data Protection Commission (Ireland)

SCCs ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

As set forth in Exhibit 1

SCCs ANNEX III

LIST OF SUB-PROCESSORS

The Controller has authorized the following list of sub-processors:

Product(s)	Sub-processing Activities	In what countries does PandaDoc store Customer Personal Data?	In what countries does PandaDoc process (e.g., access, transfer, or otherwise handle) Customer Personal Data?
Amazon Web Services	Cloud Service Provider	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Salesforce	Cloud-based Sales Services	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
HubSpot	Software products for inbound marketing, sales, and customer service	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Google Workspace & Analytics	User, employee and applicant data is maintained in GSuite	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Recurly	Payment Subscription Management	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Amplitude	Product analytics	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Segment	Data infrastructure	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Chilipiper	Meeting scheduler	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States

Zendesk	Cloud service provider	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
FullStory	User data for user research	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Mailgun Technologies, Inc.	Mailgun Technologies, Inc.	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
SalesLoft	Sales engagement platform	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Imperva	WAF and DDoS Protection	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Stitch	ETL data pipeline	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Wootric	NPS Surveys	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Gainsite	Customer success management platform helps CSMs to optimise their work.	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Gong	Sales Efficiency Tool	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Netsuite	Enterprise Resource Planning	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States

Appcues	Onboarding tours, announcements and surveys	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Split Software	Feature Testing Tool	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Pusher	Hosted API Service	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
Twilio	Communication API	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States
UploadCare	File Management Service	United States	Asia-Pacific, Canada, Central America/ Caribbean/ Mexico, Europe (EEA), Europe (Non EEA), South America, United States

EXHIBIT 4 – UK INTERNATIONAL DATA TRANSFER ADDENDUM

This Exhibit 4 forms part of the DPA.

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties


Start date	Effective Date of this DPA	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: As set forth in the DPA Trading name (if different): _____ Main address (if a company registered address): As set forth in the DPA Official registration number (if any) (company number or similar identifier): _____	Full legal name: PandaDoc, Inc. Trading name (if different): n/a Main address (if a company registered address): 3739 Balboa Street #1083, San Francisco, CA 94121, United States. Official registration number (if any) (company number or similar identifier): 3739 Balboa Street #1083, San Francisco, CA 94121, United States.
Key Contact	Full Name (optional): As set forth in Exhibit 2 of this DPA Job Title: As set forth in Exhibit 2 of this DPA Contact details including email: As set forth in Exhibit 2 of this DPA	Full Name (optional): Kelley Boland Job Title: Director, Legal and Compliance Contact details including email: privacyteam@pandadoc.com
Signature (if required for the purposes of Section 2)		

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Effective Date of this DPA Reference (if any): n/a Other identifier (if any): n/a
-------------------------	--

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: PandaDoc and Customer

Annex 1B: Description of Transfer: As detailed in Annex I of the SCCs, detailed in Table 2

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As detailed in Annex II of the SCCs, detailed in Table 2.

Annex III: List of Sub processors (Modules 2 and 3 only): As detailed in Exhibit 1 of the DPA and noted on Appendix III of the SCCs, detailed in Table 2.

Table 4: Ending this Addendum when the Approved Addendum Changes


Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section . <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
--	---

Alternative Part 2 Mandatory Clauses:

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
--------------------------	--

Signature Certificate

Reference number: ZHVOQ-WZ7BS-R9BNF-RZWDR

Signer	Timestamp	Signature
Kelley Boland Email: kelley.boland@pandadoc.com Sent: 16 Dec 2022 14:10:53 UTC Viewed: 16 Dec 2022 19:37:06 UTC Signed: 16 Dec 2022 19:37:59 UTC		
Recipient Verification: ✓Email verified	16 Dec 2022 19:37:06 UTC	IP address: 47.202.123.23 Location: Bradenton, United States

Document completed by all parties on:
16 Dec 2022 19:37:59 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

