

## Pipedrive Master Channel Partner Agreement

This Pipedrive Master Channel Partner Agreement (“Agreement”) contains the complete terms and conditions of the agreement between Partner (“Partner”) and Pipedrive Inc. (“Pipedrive”), a company established and existing under the laws of the State of Delaware in the United States of America and maintaining its principal place of business at 530 Fifth Avenue, Suite 802, New York, NY, 10036, USA regarding Partner’s participation in the Pipedrive Channel Partner Program. By participating in the Program, Partner is agreeing to these terms, exhibits, addenda or URLs referenced in this Agreement. Partner must agree and accept the terms of this Agreement in order to become a Pipedrive partner.

By clicking the “I Agree” box on the partner application to accept the terms of this Agreement or signing this Agreement, Partner agree to be a partner in the Program and certify that (a) Partner has read this Agreement and understand all of its content; (b) Partner agrees to be bound by all of the terms and conditions of this Agreement, including without limitation, all documents, policies and procedures incorporated herein by reference and any possible future amendments thereof or additions thereto; and (c) Partner has no conflict or other restriction in entering or performing this Agreement or any part thereof, including receipt of all the applicable approvals required under the applicable law for the performance of this Agreement by Partner.

This Agreement does not create an exclusive agreement between Partner and Pipedrive. Both parties have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. PURPOSE.** The purpose of this Agreement is to establish a channel partnership between Pipedrive and Partner, whereby Partner will use its best efforts to market, sell, deploy, support and manage Pipedrive Services for Pipedrive’s customers.

## 2. DEFINITIONS

- 2.1. 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 or control of more than 50% of the voting interests of the subject entity.
- 2.2. Client** means a natural or legal person or entity who has purchased a subscription to the Pipedrive Services and accepted Terms of Service for its ordinary internal business usage and not for further distribution or resale.
- 2.3. Client Data** means means data and documents of any kind (images, spreadsheets, text files, etc.) and any other digital data and information, which is subject to the Services, or otherwise inserted into the Platform by the Client and for which Pipedrive is a “processor” (as defined in the Pipedrive Privacy Policy). Client Data shall not contain Sensitive Information.
- 2.4. Confidential Information** means any material or information relating to a party’s research, development, products, product plans, services, clients, customer lists, markets, software, deliverables, developments, documentation, inventions, processes, formulas, standard price lists, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing party treats as proprietary or confidential. Without limiting the foregoing, the Services, Platform, Pipedrive Content and any databases (including any data models, structures, non-Partner specific data and aggregated statistical data contained therein) of Pipedrive shall constitute Confidential Information of Pipedrive.
- 2.5. “Data Processing Addendum” or “DPA”** means the agreement, as set forth at [HERE](#) which explains how Pipedrive processes Client Data and includes the European Union Standard Contractual Clauses.
- 2.6. Effective Date** means the date Partner agrees to accept the terms of this Agreement.
- 2.7. Features** means a function or set of functions providing a particular capability within the Pipedrive Services as determined by the Pipedrive and as further governed by any applicable Supplemental Terms.
- 2.8. Feedback** means any comment, bug report, suggestion or modification for Pipedrive Services or other feedback to Pipedrive related documentation.
- 2.9. Fees** means any and all amounts due and payable from Partner to Pipedrive, including Program Fees, Client subscription fees, non-standard support fees and fees or travel and lodging expenses for other services rendered by Pipedrive or its subcontractors.
- 2.10. Initial Term** means the period starting the Effective Date through January 31 of the following calendar year.
- 2.11. Partner Code of Conduct** means the code of conduct terms, as set forth at <https://www.pipedrive.com/en/partner-code-of-conduct>, which Partner agrees to comply with.
- 2.12. Partner Mark** means Partner’s logos, trademarks, trade names and similar identifying material. Partner Marks exclude any Program logos created by Pipedrive for use by participants in the Program.
- 2.13. Partner Portal** means, collectively, the online resources provided by Pipedrive to Partner so that Partner may, among other things, process orders. The Partner Portal may be accessed by Partner at the following [URL](#).
- 2.14. Personal Data** means means any information relating to an identified or identifiable individual where such information is contained within Client Data and is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.
- 2.15. Pipedrive Mark** means Pipedrive's logos, trademarks, trade names and similar identifying material, including, without limitation, all Program logos.
- 2.16. Pipedrive Materials** means the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the Content, code, data, and all other elements of the Pipedrive Services.
- 2.17. Platform** means the Pipedrive customer relationship management application, including any associated Features.
- 2.18. Program** means the Pipedrive Channel Partner Program as further described herein.
- 2.19. Program Benefits** means the then-current benefits available to Partner based upon Partner’s applicable Program Level, as specified in the Partner Portal.

- 2.20. Program Level** means the channel program level assigned to each partner on the basis of their performance.
- 2.21. Renewal Term** means the period of time starting from the end of the Initial Term to one year thereafter.
- 2.22. Sensitive Information** means credit or debit card numbers; financial account numbers or wire instructions; government issued identification numbers (such as Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of “special categories of data” under GDPR or any other applicable law relating to privacy and data protection.
- 2.23. Service** means the Web Site, Content, Pipedrive Materials, Platform and all other content, services and/or products, and Features, available on or through the Platform.
- 2.24. Supplemental Terms** means the terms applicable to Client’s use of a particular Feature or any third party services and which form a part of the Terms of Service.
- 2.25. Subscription Term** means the period of time during which Client may access the applicable Pipedrive Services as set forth in an order.
- 2.26. Term** means the period of time of the Initial Term and any additional Renewal Terms.
- 2.27. Terms of Service** means those terms and conditions applicable to the Pipedrive Services located [HERE](#), as modified from time to time.
- 2.28. Web Site** means the compilation of all web documents (including images, php and html files) made available via [www.pipedrive.com](http://www.pipedrive.com), its subdomains or domains with identical names under other top domains, and owned by Pipedrive.

**3. PROGRAM MEMBERSHIP.** Partner will be assigned a Program Level on or about the Effective Date. During the Term, Partner will receive the Program Benefits based on its then-current Program Level. Partner agrees that Partner’s compensation level and eligibility for Program Benefits are dependent on Partner meeting and continuing to meet and comply with the applicable Membership Terms for its given Program Level.

Pipedrive may update and change any part or all of this Agreement, or any Membership Terms, rules, policies and operating procedures at any time, in its sole discretion and any updated changes will be posted on the Partner Portal. Pipedrive will let Partner know of any such updates via the Partner Portal, or by email. The updated Agreement will become effective and binding on the next business day after it is posted. If the Partner does not agree to the new terms, Partner may terminate this Agreement in accordance with Section 18. Otherwise, until the Partner or Pipedrive terminates this Agreement, only the most current terms of the Agreement and Membership Terms apply.

Partner agrees, at its own expense, to meet or exceed the minimum Membership Terms applicable to Partner’s then-current Program Level to ensure Partner has the necessary expertise on Pipedrive’s products to fulfill its obligations under this Agreement. Pipedrive may, at its option, suspend or alter Partner’s Partner Portal access or its other participation in the Program, in whole or in part, if Partner fails to comply with the terms of this Agreement, the Membership Terms or timely payment of Fees.

**4. PROGRAM FEES.** Within 30 days of the Effective Date, Partner shall pay Pipedrive the non-refundable Program Fees for the Initial Term. Program Fees for each Renewal Term shall be the then-current Program Fee at the time of renewal and is payable prior to expiration of the current Term.. Other than the initial 30 days of the Effective Date, Partner may not participate in the Program until payment of the applicable Program Fee has been received by Pipedrive for the applicable Term.

**5. TAXES.** Partner is responsible for calculating and remitting payment of all taxes that accrue under this Agreement to the applicable taxing authority (exclusive of Pipedrive-only taxes). If Partner is legally required to pay withholding taxes on the Fees (or make any similar tax reduction) (each a “Fee Reduction Tax”), then (i) Partner shall deduct the applicable Fee Reduction Tax from the Fees prior to payment to Pipedrive (based on a rate mutually confirmed by the parties); (ii) timely remit the Fee Reduction Taxes to the appropriate taxing authorities; and (iii) promptly furnish Pipedrive with tax receipts evidencing the payments of the Fee Reduction Taxes on such Fees. If Partner breaches the obligations in this Section it shall indemnify Pipedrive against any costs, claims and liabilities arising as a result of the breach.

**6. PARTNER LICENSES/TRAINING.** Pipedrive grants Partner, subject to the limitations set forth in this Agreement, a non-transferable, non-exclusive right to: demonstrate, promote, train and support the Pipedrive Services to Partner prospects and customers. Further, Pipedrive will make available to Partner, without charge, various webinars and other resources as part of the Program through the Partner Portal. Pipedrive may change or discontinue any other Program Benefits or offerings at any time without notice.

**7. PARTNER CODE OF CONDUCT.** Pipedrive expects Partner to conduct business honestly, ethically, legally and with integrity and in accordance with the [Partner Code of Conduct](#) while conducting business with or on behalf of Pipedrive. Further, all of Partner’s marketing of Pipedrive’s Services are subject to any and all Pipedrive rules, business policies, and operating procedures.

During the Term, Partner agrees to: (a) conduct business in a manner that reflects favorably at all times on the Pipedrive Services, Pipedrive Marks and the good name, goodwill and reputation of Pipedrive; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to Pipedrive or any Pipedrive Services, including but not limited to disparagement of Pipedrive or Pipedrive Services; (c) not knowingly make any false or misleading representation with respect to Pipedrive or any Pipedrive Services; and (d) use Pipedrive Marks solely to promote, market and identify Pipedrive Services.

**8. CLIENT-REQUESTED TRANSACTIONS.** Pipedrive is a customer focused company and, as such, if a Client provides Pipedrive with a written request to transition from their assigned provider (Pipedrive direct or Partner) to another party within the Program, Partner agrees to fully cooperate with Pipedrive to process such transition and to provide the necessary support services to complete such transition.

**9. SUPPORT.** Each party’s Support obligations for Pipedrive Services are detailed below which may be subject to change from time to time at Pipedrive’s discretion in line with Section 3 of this Agreement.

**9.1.** Partner is responsible for providing first level Customer Care and Support to their managed customers. This includes:

**9.1.1. Issue Identification:** When a managed customer presents a Pipedrive related issue, Partner will perform preliminary troubleshooting to attempt to solve the issue. If that request falls within the partner responsibilities (as listed in this section), Partner will resolve the request within eight (8) business hours. Otherwise, Partner will serve as the point of escalation to Pipedrive’s internal Support team.

**9.1.2. Product Functionality:** Partner is responsible for supporting all product functionality requests including Pipedrive features, capabilities, best practices, configurations, and demonstrations.

**9.1.3. Implementation and Management:** Technical issues that do not require Pipedrive’s internal team to resolve should be resolved by the Partner including

design, workflows, automations, custom fields, reports, configurations, on-boarding, administration, and third-party product integrations.

- 9.1.4. Technical:** For those issues that cannot be resolved, Partner will document and route Technical Support queries to the Partner's designated Pipedrive Support channel (see Partner Portal).
- 9.1.5. Subscription management** (resellers only): Partners who resell Pipedrive offerings are responsible for billing and subscription management.

## 10. MARKETING

- 10.1. Promotion.** Partner shall use commercially reasonable efforts to coordinate with Pipedrive regarding marketing and promotion of the Services. Among other things, Partner shall: (a) attend trade shows to promote the Services; (b) list the Services in Partner's product lists and Partner's other marketing materials (per the terms set forth hereunder); (c) coordinate with Pipedrive regarding advertising of the Services in trade journals, magazines, and other appropriate publications; and (d) as may be requested by Pipedrive from time to time, translate and distribute Pipedrive's press releases and other publicity and sales materials. Partner agrees that the use of any Pipedrive Marks on a Partner website will conform to the branding guidelines available on the Partner Portal. In all cases, Partner must comply with the use restrictions set forth in Section 10.3.3 with respect to names, marks or identifiers that are the same or similar to those used by Pipedrive.
- 10.2. Linking to Pipedrive.** Subject to the terms and conditions of this Agreement, Partner has the right to use the Pipedrive website links as provided by Pipedrive solely to: (a) publicize its then-current Program Level; and (b) access Pipedrive Services through such website links. Partner shall promptly substitute new Pipedrive website links that may be provided to Partner by Pipedrive from time to time. All banners and links used by Partner to link to any Pipedrive Services must be downloaded from the Pipedrive Web Site in accordance with the terms of this Agreement and Pipedrive's branding guidelines available on the Partner Portal, or subject to prior approval of Pipedrive.
- 10.3. Use of Pipedrive Marks and Related Restrictions.** All use of Pipedrive Marks as well as references to the Pipedrive Materials must comply with the Pipedrive's trademark policy available on the Partner Portal, as amended from time to time at Pipedrive's sole discretion. Partner shall not directly or indirectly do any of the following: (i) file, seek or in any way try to register Pipedrive's name or any other Pipedrive Marks on its own behalf or for its benefit with any government authority or any domain name registry in any country; (ii) assert or claim any rights, ownership or any other interests in or to Pipedrive's name or Pipedrive Marks with any government authority, domain name registry or any other third party in any country; (iii) alter, modify or change any Pipedrive Mark in any way whatsoever; (iv) assert the invalidity, unenforceability or contest the ownership by Pipedrive of the Pipedrive Marks in any action or proceeding of whatever kind or nature; and/or (v) take any action that may prejudice Pipedrive's rights in the Pipedrive Marks, render the Pipedrive Marks generic, or otherwise weaken their validity or diminish their associated goodwill. Any and all goodwill arising from Partner's use of the Pipedrive Marks shall inure exclusively to the benefit of Pipedrive and Partner is not entitled to any compensation with respect to the creation of or contribution to any such goodwill. If Partner violates this Section, Partner understands and agrees that in addition to any other rights or remedies available to Pipedrive under this Agreement, Partner shall (1) assign all rights, title and interests in such trademarks or domain names (whether as an application or registered) to Pipedrive; and (2) reimburse Pipedrive for any and all costs that Pipedrive incurs to enforce its rights under this Agreement and have Partner assign, including without limitation, any attorneys' fees applicable to such enforcement effort, in each case, within no more than 30 days of Pipedrive's written request. Partner agrees that Partner websites and domain names for Partner websites shall not contain any Pipedrive Marks or any variation thereof, except as otherwise permitted herein. Partner shall not (i) use the name "Pipedrive" as part of Partner's company name, domain name, website or Partner product; (ii) copy, co-brand or frame any Pipedrive Web Sites or otherwise have any portion of any Pipedrive Web Sites visible on Partner websites, or otherwise have any portion of Partner websites visible on the screen once a user has clicked through to a Pipedrive Web Site; or (iii) create the impression that any Partner website is a Pipedrive Web Site or is part of any Pipedrive Web Site. Absent the prior written approval of Pipedrive, Partner websites will not in any way copy any material content from, or resemble the look and feel of, any Pipedrive Web Site.

**10.4.** Use of Partner Marks. During the Term and subject to the terms and conditions of this Agreement, Partner grants to Pipedrive a non-transferable, non-exclusive, subscription to reproduce and display Partner Marks so that Pipedrive may refer to Partner as a participant in the Program, such as on a Pipedrive's Web Site, in press releases and in other marketing materials. Pipedrive shall not alter, modify or change any Partner Marks in any way whatsoever. Pipedrive shall not assert the invalidity, unenforceability or contest the ownership by Partner of the Partner Marks in any action or proceeding of whatever kind or nature, and shall not knowingly take any action that might prejudice Partner's rights in the Partner Marks, render the Partner Marks generic, or otherwise weaken their validity or diminish their associated goodwill. Any and all goodwill arising from Pipedrive's use of the Partner Marks shall inure exclusively to the benefit of the Partner.

## **11. LEADS**

**11.1.** Pipedrive may choose to introduce Partner to, or send Partner information on, a prospect when Pipedrive identifies that such prospect may have a need for Partner's services (each, a "Pipedrive Lead"). Pipedrive has the right to do the same for its other partners, even if for the same Pipedrive Lead. Partner may use the information about the Pipedrive Lead provided only to market and sell its services to them and not for any other purpose (unless the Pipedrive Lead otherwise consents). Immediately upon Pipedrive's or the Pipedrive Lead's request, Partner will promptly discontinue all use of and delete the Pipedrive Lead's information. Pipedrive Leads are considered Pipedrive's confidential information and shall be treated in accordance with the 'Confidentiality' section herein.

**11.2.** Regardless of the method of purchase or which party is the contracting entity as established by the order, Pipedrive requires each Client to agree to the Pipedrive Terms of Service. Partner will take all reasonable steps to ensure that Clients do not use the Pipedrive Services in violation of the Terms of Service. If Partner discovers or has reason to believe that any Client is making use of the Pipedrive Services in violation of the Terms of Service, then Partner will immediately notify Pipedrive in writing.

**11.3.** Partner will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests, including without limitation such requests from Pipedrive related to Pipedrive Leads. For the duration of this Agreement, Partner will establish and maintain a privacy policy that is compliant with all laws and regulations and shall establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

## 12. DATA

- 12.1. No Sensitive Information.** Partner will not use, or allow a Client to use, the Pipedrive Service in any way to process (a) Sensitive Information or (b) Client Data that, in any manner, is prohibited by law or in violation of this Agreement. Pipedrive is not obliged to pre-screen, monitor or filter any Client Data, or its processing by Partner or a Client, in order to determine if it is Sensitive Information or unlawful in nature. However, if Pipedrive, in its sole discretion, has reason to believe that a Client is processing any unlawful Client Data or Sensitive Information, or the action of its processing is unlawful in nature, Pipedrive has the right to: (a) deny its use in the Pipedrive Services, (b) demand that the Partner Client bring use of the Pipedrive Services into compliance with the Terms of Services and applicable law, (d) temporarily or permanently remove the unlawful Client Data or Sensitive Information from the Pipedrive Services, restrict access to it or delete it.
- 12.2. Partner Information.** Pipedrive and its Affiliates store and use Partner business contact information, including names, business phone numbers, and business e-mail addresses, anywhere it does business. Such information will be processed and used in connection with Pipedrive's business relationship, and may be provided to contractors acting on Pipedrive's behalf, Pipedrive's business partners who promote, market and support certain Pipedrive products and services, and assignees of Pipedrive and its subsidiaries for uses consistent with Pipedrive's business relationship.
- 12.3. Personal Data.** To the extent that the Client Data contains personal data about any living individual ("Data") and Pipedrive has or is given access to such Data by either Partner or a Client (e.g., in connection with providing support or other similar technical assistance), then Pipedrive will process that Data, where applicable, only as a Data Processor acting on behalf of, as applicable, the Partner or Client (as the Data Controller) and in accordance with the requirements of this Agreement.
- 12.4. Compliance with Privacy Laws.** Partner will at all times comply with the requirements of any applicable privacy and data protection laws (including where applicable, European Union Directives 95/46/EC and 2002/58/EC and any national implementation(s) of them) to which it is subject as a Data Controller ("Applicable Privacy Law(s)"), including without limitation, when Partner provides any professional services in connection with the Services for a Client. Partner will also (i) ensure that the Partner/Client Agreements require that its Clients also comply with the Applicable Privacy Laws; and (ii) advise Pipedrive if Partner becomes aware of a Client's violation of the Applicable Privacy Laws that may impact Pipedrive (e.g., where Pipedrive is hosting that Client's instance of the Pipedrive Services).
- 12.5. Purpose Limitation.** Pipedrive will process any Data to which it has been granted access in accordance with Partner's and the Client's instructions under Applicable Privacy Law(s) and will not: (i) assume any responsibility for determining the purposes for which and the manner in which the Data is processed; or (ii) process the Data for its own purposes. To the extent Partner is hosting the Pipedrive Services for a Client, Partner will also ensure it complies with the limitations set forth in this Section and inform and gain consent with respect to usage data as further contemplated in this Agreement.
- 12.6. Usage Data.** Partner agrees and will ensure Clients agree that Pipedrive may process the Data and any Client usage data to create and compile anonymized, aggregated datasets and/or statistics about the Pipedrive products or services in order to: (i) maintain and improve the performance and integrity of Pipedrive products or services; (ii) understand which Pipedrive products or services are most commonly deployed and preferred by Clients and how Clients interact with Pipedrive products or services; (iii) identify the types of Pipedrive services that may require additional maintenance or support; and (iv) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable Client or any living individual to be identified.



### **13. PROPRIETARY RIGHTS**

- 13.1. Pipedrive's Proprietary Rights.** Pipedrive Services belong to and are the property of Pipedrive or its licensors (if any). Pipedrive retains all ownership rights in the Services, Platform, Pipedrive Materials and Pipedrive Marks. Except as otherwise set forth in this Agreement, Partner agrees not to copy, rent, lease, sell, distribute, or create derivative works of the Services, Platform, Pipedrive Materials and Pipedrive Marks, in whole or in part, by any means, except as expressly authorized in writing by Pipedrive.
- 13.2. Client's Proprietary Rights.** As between Pipedrive and Client, Client retains the right to access and use the Pipedrive Services regardless of whether Partner placed the order with Pipedrive for a Client or made payments for a Client. Client will own and retain all rights to the Client Data. If Pipedrive deems it to be necessary, Pipedrive may communicate directly with the Client and/or may port ownership of the Partner Portal associated with the Pipedrive Services to the Client.

### **14. CONFIDENTIALITY**

- 14.1.** The receiving party of Confidential Information ("Receiver") shall: (i) protect the confidentiality of the Confidential Information of the party disclosing such Confidential Information ("Discloser") using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Discloser to any third party, and (iv) limit access to Confidential Information of the Discloser to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiver containing protections no less stringent than those herein.
- 14.2.** The Receiver may disclose Confidential Information of the Discloser if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiver will provide Discloser with prompt notice of any request that it disclose Confidential Information, sufficient to allow Discloser to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Receiver shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Receiver disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

**14.3. Injunctive Relief.** Each party acknowledges that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to seek an immediate injunction against any breach or threatened breach of this "Confidentiality" section of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

## **15. WARRANTIES**

**15.1. Partner Warranties.** Partner represents and warrants that: (a) this Agreement, including any exhibits or addenda attached hereto, has been duly and validly executed and delivered by Partner and constitutes Partner's legal, valid and binding obligation, enforceable against Partner in accordance with the terms of this Agreement; (b) Partner is the owner of Partner property or material provided under this Agreement and has all the rights and power in such property or material; (c) Partner's participation in the Program will not conflict with any existing agreements or arrangements, and (d) Partner complies, and shall continue during the Term to comply, with all applicable laws, regulations, rules, decrees and other requirements of all jurisdictions and any other government or governmental authority having jurisdiction over Partner based on its performance under this Agreement.

**15.2. Disclaimer of Warranties.** EXCEPT AS PROVIDED HEREIN, PIPEDRIVE MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PROGRAM, THE PIPEDRIVE SERVICES, AND PLATFORM AND ANY OTHER SERVICES OR OTHER MATERIALS OFFERED, SOLD OR SUBSCRIBED THROUGH OR IN CONNECTION WITH THE PROGRAM, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PIPEDRIVE MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PIPEDRIVE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

**16. INDEMNIFICATION.** Partner will indemnify, defend and hold Pipedrive and its Affiliates harmless, at Partner's expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against Pipedrive, its officers, directors, employees, agents, service providers, licensors, and Affiliates by a third party to the extent that such Action is based upon or arises out of (a) Partner's participation in the Program, (b) Pipedrive's use of the prospect or lead data provided by Partner, (c) Partner's noncompliance with or breach of this Agreement, or (d) Partner's use of the Pipedrive Marks. Pipedrive will notify Partner once aware of any such claim and provide Partner (at its expense) with any and all information and assistance reasonably requested by Partner to handle the defense or settlement of the claim. Partner shall not accept any settlement that (i) imposes an obligation on Pipedrive; (ii) requires Pipedrive to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on Pipedrive without Pipedrive's prior written consent.

## **17. LIMITATIONS OF LIABILITY**

**17.1. Disclaimer of Consequential Damages.** EXCEPT FOR PARTNER'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT OR THE PARTIES CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS OR DATA ARISING IN CONNECTION WITH THIS AGREEMENT OR RELATED TO OR IN CONNECTION WITH THE PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL LIABILITY IN THE AGGREGATE, WHETHER ARISING IN CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) PRODUCT LIABILITY, MISREPRESENTATIONS OR OTHERWISE.

**17.2. Limit on Direct Damages.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF PIPEDRIVE, ARISING UNDER THIS AGREEMENT OR RELATED TO OR IN CONNECTION WITH THE PROGRAM, EXCEED THE TOTAL FEES PAID BY PARTNER TO PIPEDRIVE UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY BEFORE THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. THIS LIMITATION APPLIES TO ALL LIABILITY IN THE AGGREGATE, WHETHER ARISING IN CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) PRODUCT LIABILITY, MISREPRESENTATIONS OR OTHERWISE.

**17.3. Allocation of Risk.** BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS BETWEEN THE PARTIES AS AUTHORIZED BY APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK.

**18. TERM AND TERMINATION.** Either party may terminate this Agreement and/or any portion thereto: (a) for its convenience, upon the provision of 30 days prior written notice to the other; (b) immediately, if a party materially breaches its obligations hereunder and, where such breach remains uncured for 30 days following written notice of the breach; (c) immediately, if a party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (d) as authorized pursuant to the terms of this Agreement.

**18.1. Agreement Term.** The initial term of this Agreement shall be for a period commencing on the Effective Date and ending on January 31 of the next calendar year from the Effective Date ("Initial Term"). This Agreement shall automatically renew for successive, subsequent one year periods (each a "Renewal Term," collectively, the Initial Term and Renewal Terms, hereinafter referred to as the "Term"), unless terminated sooner as permitted in Section 18. Any addendum to this Agreement will commence as of effective date specified in such addendum and continue until the expiration date of the Initial Term and, thereafter, shall automatically renew for a time period equal to the Renewal Term, unless terminated sooner as permitted in Section 18.

**18.2. Termination for Changes.** If Pipedrive updates or replaces the terms of this Agreement or any Membership Terms, Partner may terminate this Agreement on five (5) days written notice to Pipedrive, provided that Partner sends Pipedrive written notice within ten (10) days after Pipedrive had sent Partner notice of the change.

**18.3. Termination for Cause.** Pipedrive may terminate this Agreement and/or suspend Partner's or the Client's access to the Pipedrive Services: (i) upon thirty (30) days' notice to Partner of a material breach if such breach remains uncured at the expiration of such period, (ii) automatically, within thirty (30) of Partner failing to meet any Program requirements; (iii) upon fifteen (15) days notice to Partner of non-payment of any Fees due to Pipedrive if such amount remains unpaid at the expiration of such period, (iv) immediately, if Partner becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (v) immediately, if the Client violates the Terms of Service or applicable local, state, federal, or foreign laws or regulations, (vi) immediately, if Partner breaches its confidentiality obligations under this Agreement or infringe or misappropriate Pipedrive's intellectual property rights, (vii) immediately, if Partner breaches the terms applicable to its subscription with Pipedrive, including if Partner default on its payment obligations to Pipedrive or a Pipedrive Affiliate, or (viii) immediately, if Pipedrive determines that Partner is acting, or has acted, in a way that has or may negatively reflect on or affect Pipedrive, its prospects, or its Clients.

**18.4. Effects of Expiration/Termination.** Expiration or termination of this Agreement for any reason does not terminate Partner's Subscription Term or any Subscription Term purchased on a Client's behalf. Otherwise, expiration or termination of this Agreement, for any reason whatsoever, shall not affect Partner's obligation to pay Pipedrive any owed Fees. Upon termination or expiration, Partner will discontinue all use of and delete all Pipedrive Leads. Further, upon termination or expiration of this Agreement, Partner will immediately discontinue all use of Pipedrive Marks and Materials. Upon the termination of this Agreement or any portion thereto for any reason, all subscriptions to the Pipedrive Services granted hereunder, including but not limited to those set forth in Section 6, shall terminate and Partner will immediately: (a) cease use of, and, if applicable, remove from Partner websites, any Pipedrive Marks (including, without limitation, the Program Level logos,), Pipedrive Materials and any other Pipedrive content or materials provided by or on behalf of Pipedrive to Partner pursuant to this Agreement or in connection with the Program; (b) return or destroy any and all copies of all promotional materials that incorporate any Pipedrive Marks and/or any other Pipedrive content; (c) cease any and all Pipedrive-related activities Partner may be undertaking pursuant to this Agreement or any Add-On Addendum; (d) other than for any legally required archival purposes, cease use of and return to Pipedrive or destroy all of Pipedrive's Confidential Information, including all copies of the Pipedrive Property; (e) assist Pipedrive with the transition of Clients to Pipedrive or another partner; and (f) submit payment for all outstanding invoices due and payable to Pipedrive within 30 days of the effective date of termination.

**18.5. Transitions and Post-Termination Client Engagements.** Nothing herein shall prevent Pipedrive from entering into any arrangement or agreement directly with any Client for continued use of the Services after the effective date of termination of this Agreement and Partner will assist in any transition requested by either the Client or Pipedrive. After the termination of this Agreement, Partner shall refer all inquiries regarding Pipedrive or the Services to Pipedrive. The parties agree to work in good faith to transition, within 30 days of the effective date of termination of this Agreement, from Partner to Pipedrive, the contact details for all Clients and prospects.

**18.6. Survival.** Sections 2, 4, 5, 7, 8, 10-14, 16, 17, 19 and 20 shall survive any termination of this Agreement.

**19. NON-SOLICITATION.** To the extent allowed by law, Partner agrees not to intentionally solicit for employment any of Pipedrive employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement.

## **20. GENERAL**

**20.1. Feedback.** Partner may, from time to time, provide, disclose or deliver Feedback to Pipedrive.. Partner agrees that all Feedback is and shall be given by Partner entirely voluntarily. Pipedrive shall be free to use, disclose, reproduce or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as confidential by Partner, shall not create any obligation of confidentiality for Pipedrive, unless Pipedrive expressly agrees so in writing.

**20.2. Applicable Law; Jurisdiction.** This Agreement shall be governed by the laws of the Delaware, without regard to the conflict of laws provisions thereof. In the event either party initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in New York, New York.

**20.3. Arbitration.** All disputes shall be finally resolved by binding arbitration before three (3) arbitrators pursuant to the rules ("Rules") and under the auspices of the International Chamber of Commerce (ICC). Such arbitration shall be held in New York, NY, United States. In accordance with the Rules, each party shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. The arbitrators shall be knowledgeable in the chosen law and the software industry. At either party's request, the arbitrators shall give a written opinion stating the factual basis and legal reasoning for their decision. The parties, their representatives,

and any other participants shall hold the existence, content, and result of arbitration in confidence. The arbitration proceedings shall be conducted in the English language.

**20.4. Relationship of Parties.** Pipedrive and Partner are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Partner has no authority to make or accept any offers or representations on behalf of Pipedrive, and agrees not to make any statement, whether on Partner websites, marketing material or otherwise that would contradict anything in this Section.

- 20.5. Export/Sanctions Compliance.** Partner acknowledges and agrees that the Services are subject to all applicable export control laws and regulations, including, without limitation, those of the United States Government. Partner shall strictly comply with all applicable export control laws, sanctions and regulations related to the Pipedrive Services, and all subscriptions and authorizations issued under such laws and regulations. Partner shall fully cooperate with Pipedrive in securing any export subscriptions and authorizations required under applicable export control laws and regulations. Partner agrees that it shall not, and shall cause its Representatives, employees, agents, contractors and customers to agree not to, export, re-export, divert, release, transfer, or disclose any Pipedrive Services, or any direct product thereof, to any prohibited or restricted destination, end-use or end user, except in accordance with all relevant export control laws and regulations. Partner shall make its records available to Pipedrive upon reasonable request to permit Pipedrive to confirm Partner's compliance with its obligations as set forth in this Section.
- 20.6. Assignment.** Partner shall not assign, sublicense or otherwise transfer this Agreement, or any attachment hereto, or any of its rights or obligations hereunder, by operation of law or otherwise, without Pipedrive's prior written consent, which may be withheld in Pipedrive's sole and absolute discretion. Any assignment in derogation of the foregoing will be void. This Agreement will be binding on and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 20.7. Notice.** Notices regarding this Agreement shall be in writing and addressed to Partner at the address Partner provides in the Partner Portal, or, in the case of Pipedrive, when addressed to Pipedrive Inc., Attn: Legal, 530 5th Ave, Suite 802, New York, NY USA. Notices regarding the Pipedrive Services, in general, may be given by electronic mail to Partner's e-mail address on record with Pipedrive.
- 20.8. Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
- 20.9. Attorney's Fees.** In any action related to this Agreement, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorneys' fees and reasonable costs to the extent allowed by applicable law.
- 20.10. Compliance with Applicable Laws.** Partner shall comply, and shall ensure that any third parties performing sales or referral activities on its behalf comply with all applicable foreign and domestic laws (including without limitation export laws, privacy regulations and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. Partner shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Pipedrive, its Clients, or to the public. Partner shall comply with the requirements of all applicable anti-bribery regulations, codes, and/or sanctions, both national and foreign, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the OECD Convention dated 17th December 1997 ("Anti-Bribery Laws"). Partner will not make, promise or offer to make any payment or transfer anything of value to influence a business decision. Partner, nor anyone under Partner's control has or will directly or indirectly make any bribes, rebates, payoffs, influence payments, kickbacks, illegal payments, illegal political contribution or other payments, in the form of cash, gifts, or otherwise or taken any other action in violation of Anti-Bribery Laws.
- 20.11. Severability.** If any part of this Agreement is deemed to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
- 20.12. Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. The right to require performance of any duty hereunder is not barred by any prior waiver, forbearance or dealing.

**20.13. No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**20.14. Entire Agreement.** This Agreement is the entire agreement between the parties regarding the Program and supersedes all other proposals and agreements (including all prior versions of an agreement between the parties related to the Program), whether electronic, oral or written, between the parties. Pipedrive objects to and rejects any additional or different terms proposed by Partner,, including those contained in its purchase orders, acceptance or website.

**20.15. Equitable Relief.** Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Either party may, at its sole discretion, seek interim judicial relief in any court of competent jurisdiction (including, but not limited to, interim injunctive relief).

Accepted and agreed to by:

**Partner:** Ideas Execution

Signature:   
Signed by:  
2B0232CCEBBA41B...  
Title: Marketing Manager

Name: Daywey Chen

Date: 26 November 2024 | 14:40 GMT

**Pipedrive Inc**

Signature:   
DocuSigned by:  
38C80C28080D4A6...  
Title: General Counsel

Name: Phillip Mellet

Date: 26 November 2024 | 14:44 GMT

## **Annex A - Channel Partner Data Processing Addendum**

This Channel Partner Data Processing Agreement (the “Channel Partner DPA”) is incorporated into the agreement(s) entered into by Partner (“Partner”) and Pipedrive, Inc. (“Pipedrive”), and governs the data sharing between Partner and Pipedrive.

This Partner DPA covers the processing of: (1) Personal Data that the Partner uploads, transfers, or otherwise provides to Pipedrive in connection with a Channel Partner Agreement; and (2) Personal Data that Pipedrive (or its customers) uploads, transfers, or otherwise provides to Partner in connection with the Channel Partner Agreement.

Collectively, this Channel Partner DPA (including the SCCs, as defined below) and the Channel Partner Agreement are referred to in this Partner DPA as the “Agreement.” In the event of any conflict or inconsistency between any of the terms of the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) the SCCs (b) this Channel Partner DPA; and (c) the Channel Partner Agreement.

The Purpose of this Channel Partner DPA is to establish a framework to address scenarios where:

Pipedrive and Partner may, in connection with the Channel Partner Agreement, each be Controllers (as defined below) of European Personal Data and, in certain cases, transfer that European Personal Data to the other party for that other party to act as a Controller of that European Personal Data; Pipedrive and Partner may each be Controllers of European Personal Data and, in certain cases, transfers that European Personal Data to the other party for that other party to provide certain services to the other party as a Processor (e.g., performing services as Solutions Partner or completing an API call); or Pipedrive and Partner may each be Processors of a Joint Client’s European Personal Data and transfer such data to the other party for processing at the direction of that Joint Client.

### **1. DEFINITIONS**

- “Business” and “Service Provider” will have the meanings given to them in the CCPA.
- “California Personal Information” means Personal Data that is subject to the protection of the CCPA.
- “CCPA” means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018).
- “Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- “Data Protection Laws” means all applicable worldwide legislation or regulations relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question



under the Agreement, including without limitation European Data Protection Laws, the CCPA and the data protection and privacy laws of Australia and Singapore; in each case as amended, repealed, consolidated or replaced from time to time. “Europe” means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

- “European Data Protection Laws” means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“GDPR”); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (“UK GDPR”); and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance (“Swiss DPA”); in each case, as may be amended, superseded or replaced.
- “European Personal Data” means Personal Data the sharing of which pursuant to this Agreement is regulated by European Data Protection Laws.
- “Joint Client” means a customer of both Partner and Pipedrive.
- “Joint Client Personal Data” means any Personal Data for which a Joint Client acts as a Controller.
- “Pipedrive Personal Data” means any Personal Data for which Pipedrive acts as a Controller.
- “Partner Personal Data” means any Personal Data for which Partner acts as a Controller.
- “Personal Data” means any information relating to an identified or identifiable individual where such information is contained within Pipedrive Personal Data, Partner Personal Data or Joint Client Personal Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws.
- “Personal Data Breach” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.
- “Processing” means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data. The terms “Process”, “Processes” and “Processed” will be construed accordingly.
- “Processor” means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.
- “Standard Contractual Clauses” or “SCCs” means (i) the standard contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 (“EU SCCs”); or (ii) the standard data protection clauses issued, adopted or permitted under Article 46 of the UK GDPR (“UK SCCs”).
- “Subprocessor” means any entity which provides processing services to a Processor.
- “Supervisory Authority” means an independent public authority which is established by a member state of the European Economic Area, Switzerland or the United Kingdom.

### **3. JOINT PROCESSOR SCENARIOS**

Each party, to the extent that it, along with the other party, acts as a Processor with respect to Joint Client Personal Data, will (i) comply with the instructions and restrictions set forth in any agreement(s) with the Joint Client; and (ii) reasonably cooperate with the other party to enable the exercise of data protection rights as set forth in applicable Data Protection Laws. The parties both acknowledge and agree that each party is acting as a Processor for the Joint Client and neither party is engaging the other as a Subprocessor.

#### **4. CONTROLLER-TO-CONTROLLER SCENARIOS**

Each party, to the extent that it, along with the other party, acts as a Controller with respect to Personal Data, will reasonably cooperate with the other party to enable the exercise of data protection rights as set forth in applicable Data Protection Laws.

The parties acknowledge and agree that each is acting independently as a Controller with respect of Personal Data and the parties are not joint controllers as defined under European Data Protection Laws.

#### **5. CONTROLLER-TO-PROCESSOR SCENARIOS**

##### **A. Relationship of the parties.**

The rights, responsibilities, and obligations of the parties with regard to Sections 6 – 9 of this DPA shall be as follows:

For Processing operations where Pipedrive processes Personal Data on Partner's behalf and at Partner's direction, the term "Processor" refers to Pipedrive, the term "Controller" refers to Partner, and the term "Personal Data" refers to Partner Personal Data.

For data processing operations where Partner processes Personal Data on Pipedrive's behalf and at Pipedrive's direction, the term "Processor" refers to Partner, the term "Controller" refers to Pipedrive, and the term "Personal Data" refers to Pipedrive Personal Data.

##### **B. Scope of Processing.**

In the context of the scenarios described in Section 5.A above, each party agrees to process Personal Data only for the purposes set forth in the applicable Channel Partner Agreement and/or the Channel Partner's agreement(s) with the Joint Client. For the avoidance of doubt, the categories of Personal Data processed and the categories of data subjects subject to this DPA are described in Schedule A to this DPA.

#### **6. CONTROLLER OBLIGATIONS**

The parties in their capacity as a Controller agree to:

A. Provide instructions to the Processor and determine the purposes and means of the Processor's processing of Personal Data in accordance with the Agreement; and

B. Comply with its protection, security and other obligations with respect to Personal Data prescribed by applicable Data Protection Laws for a Controller by: (i) establishing and maintaining a procedure for the exercise of the rights of the individuals whose Personal Data are processed on behalf of the Controller; (ii) processing only data that has been lawfully and validly collected and ensuring that such data will be relevant and proportionate to the respective uses; and (iii) ensuring compliance with the provisions of this DPA by its personnel or by any third party accessing or using Personal Data on its behalf.

#### **7. PROCESSOR OBLIGATIONS**

##### **A. Processing Requirements.**

The parties in their capacity as a Processor agree to:

a. Process Personal Data (i) only for the purpose of providing, supporting and improving the Processor's product and services (including to provide insights and other reporting), using appropriate technical and organizational security measures; and (ii) in compliance with the instructions received from the Controller. The

Processor will not use or process Personal Data for any other purpose. The Processor will promptly inform the Controller in writing if it cannot comply with the requirements under Sections 6 – 9 of this DPA, in which case the Controller may terminate the Agreement, and any applicable Partner Agreement, or take any other reasonable action, including suspending data processing operations;

- b. Inform the Controller promptly and without undue delay if, in the Processor's opinion, an instruction from the Controller violates applicable Data Protection Laws;
- c. If the Processor is collecting Personal Data from individuals on behalf of the Controller, follow the Controller's instructions regarding such Personal Data collection;
- d. Take commercially reasonable steps to ensure that (i) persons employed by it and (ii) other persons engaged to perform on the Processor's behalf comply with the terms of the Agreement, and applicable Channel Partner Agreements;
- e. Represent and warrant that its employees, authorized agents and any Subprocessors are subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the personal data who is not under such a duty of confidentiality;
- f. If it intends to engage Subprocessors to help it satisfy its obligations in accordance with this DPA or to delegate all or part of the processing activities to such Subprocessors, (i) provide a list of Subprocessors currently engaged by the Processor to the Controller (as an example, such list for Pipedrive is available online at <https://www.pipedrive.com/subprocessors>), and notify the Controller of the engagement of any new Subprocessors at least 30 days in advance, giving the Controller the opportunity to object; (ii) remain liable to the Controller for the Subprocessors' acts and omissions with regard to data protection where such Subprocessors act on the Processor's instructions; and (iii) enter into contractual arrangements with such Subprocessors binding them to provide the same level of data protection and information security to that provided for herein;
- g. Upon request, provide the Controller with the Processor's privacy and security policies; and
- h. Inform the Controller if the Processor undertakes an independent security review.

#### **B. Notice to the Controller.**

The Processor will immediately and without undue delay inform the Controller if the Processor becomes aware of:

- a. Any non-compliance by Processor or its employees with Sections 6 – 9 of this DPA or applicable Data Protection Laws relating to the protection of Personal Data processed under this DPA;
- b. Any legally binding request for disclosure of Personal Data by a law enforcement or government authority, unless the Processor is otherwise forbidden by law to inform the Controller, for example to preserve the confidentiality of an investigation by law enforcement authorities;
- c. Any notice, inquiry or investigation by a Supervisory Authority with respect to Personal Data; or
- d. Any complaint or request (in particular, requests for access to, rectification or blocking of Personal Data) received directly from data subjects of the Controller. The Processor will not respond to any such request without the Controller's prior written authorization.

#### **C. Assistance to the Controller.**

The Processor will provide timely and reasonable assistance to the Controller regarding:

- a. Responding to any request from an individual to exercise rights under applicable Data Protection Laws (including its rights of access, correction, objection, erasure and data portability, as applicable) and the Processor agrees to promptly inform the Controller if such a request is received directly;

- b. The investigation of Personal Data Breaches and the notification to the Supervisory Authority and the Controller data subjects regarding such Personal Data Breaches; and
- c. where appropriate, the preparation of data protection impact assessments and, where necessary, carrying out consultations with any Supervisory Authority.

#### **D. Required Processing.**

If the Processor is required by Data Protection Laws to process any Personal Data for a reason other than in connection with the Agreement, the Processor will inform the Controller of this requirement in advance of any processing, unless the Processor is legally prohibited from informing the Controller of such processing (e.g., as a result of secrecy requirements that may exist under applicable EU member state laws).

#### **E. Security.**

The Processor will:

- a. Maintain appropriate organizational and technical security measures (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of Personal Data while in transit and at rest) to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of Personal Data;
- b. Be responsible for the sufficiency of the security, privacy, and confidentiality safeguards of all of the Processor's personnel with respect to Personal Data and liable for any failure by such Processor personnel to meet the terms of this DPA;
- c. Take appropriate steps to confirm that all of the Processor's personnel are protecting the security, privacy and confidentiality of Personal Data consistent with the requirements of this DPA; and
- d. Notify the Controller of any Personal Data Breach by the Processor, its Subprocessors, or any other third parties acting on the Processor's behalf without undue delay and in any event within 48 hours of becoming aware of a Personal Data Breach.

#### **F. Additional Provisions for California Personal Information.**

When the Processor Processes California Personal Information in accordance with the instructions received from the Controller, the parties acknowledge and agree that the Controller is a Business and the Processor is a Service Provider for the purposes of the CCPA. The parties agree that the Processor will Process California Personal Information as a Service Provider strictly for the purpose of providing, supporting and improving the Processor's services (including to provide insights and other reporting) (the "Business Purpose") or as otherwise permitted by the CCPA.

### **8. AUDIT, CERTIFICATION**

#### **A. Supervisory Authority Audit.**

If a Supervisory Authority requires an audit of the data processing facilities from which the Processor processes Personal Data in order to ascertain or monitor compliance with Data Protection Laws, the Processor will cooperate with such audit. The Controller will reimburse the Processor for its reasonable expenses incurred to cooperate with the audit, unless such audit reveals the Processor's noncompliance with this DPA.

#### **B. Processor Certification.**

The Processor must, upon the Controller's request (not to exceed one request per calendar year) by email (where Pipedrive is the Processor, such emails shall be sent to [privacy@pipedrive.com](mailto:privacy@pipedrive.com); where Partner is the Processor,

Partner shall establish and provide to Pipedrive upon request a single point of contact for email correspondence regarding data protection), certify compliance with this DPA in writing.

## 9. DATA RETURN AND DELETION

The parties agree that on the termination of the data processing services or upon the Controller's reasonable request, the Processor shall and shall take reasonable measures to cause any Subprocessors to, at the choice of the Controller, return all the European Personal Data and copies of such data to the Controller or securely destroy them and demonstrate to the satisfaction of the Controller that it has taken such measures, unless Data Protection Laws prevent the Processor from returning or destroying all or part of the European Personal Data disclosed. In such case, the Processor agrees to preserve the confidentiality of the European Personal Data retained by it and that it will only actively process such European Personal Data after such date in order to comply with applicable laws.

## 10. DATA TRANSFERS

Wherever Personal Data is transferred outside its country of origin, each party will ensure such transfers are made in compliance with the requirements of Data Protection Laws.

**a. Partner Personal Data.** For transfers of European Personal Data from Partner to Pipedrive for processing by Pipedrive in a jurisdiction outside Europe that does not provide an adequate level of protection for Personal Data (within the meaning of applicable European Data Protection Laws), the parties agree that:

- i. Standard Contractual Clauses: The parties agree to abide by and process European Data in compliance with the EU SCCs as incorporated under Section 10(c) below.
- ii. Privacy Shield: Although Pipedrive, Inc. does not rely on the EU-US Privacy Shield as a legal basis for transfers of Personal Data in light of the judgment of the Court of Justice of the EU in Case C-311/18, for as long as Pipedrive, Inc. is self-certified to the Privacy Shield Pipedrive Inc will process European Personal Data in compliance with the Privacy Shield Principles and let Partner know if it is unable to comply with this requirement.

The parties agree that data subjects for whom a Pipedrive entity processes European Personal Data are third-party beneficiaries under the EU SCCs. If Pipedrive is unable or becomes unable to comply with these requirements, then European Personal Data will be processed and used exclusively within the territory of a member state of the European Union and any movement of European Personal Data to a non-EU country requires the prior written consent of Partner with respect to European Personal Data. Pipedrive shall promptly notify Partner of any inability by Pipedrive to comply with the provisions of this Section 10(a).

**b. Pipedrive Personal Data.** For transfers of European Personal Data from Pipedrive to Partner for processing by Partner in a jurisdiction outside Europe that does not provide an adequate level of protection for Personal Data (within the meaning of applicable European Data Protection Laws), the parties agree that:

- i. Standard Contractual Clauses: The parties agree to abide by and process European Data in compliance with the EU SCCs as incorporated under Section 10(c) below.
- ii. Privacy Shield: For as long as Pipedrive, Inc. is self-certified to the Privacy Shield, Partner will process European Personal Data in compliance with the Privacy Shield Principles and let Pipedrive know if it is unable to comply with this requirement.

The parties agree that data subjects for whom Partner processes European Personal Data are third-party beneficiaries under the EU SCCs. If Partner is unable or becomes unable to comply with these requirements, then European Personal Data will be processed and used exclusively within the territory of a member state of the European Union and any movement of European Personal Data to a non-EU country requires the prior written consent of Pipedrive with respect to Personal Data. Partner shall promptly notify Pipedrive of any inability by Partner to comply with the provisions of this Section 10(b).

c. **Standard Contractual Clauses:** The Parties acknowledge and agree that for the purposes of the EU SCCs: (i) with respect to Partner Personal Data, the “data exporter” shall be Partner and the “data importer” shall be Pipedrive (acting on behalf of itself and its Affiliates); (ii) with respect to Pipedrive Personal Data the “data exporter” shall be Pipedrive (acting on behalf of itself and its Affiliates) and the “data importer” shall be Partner; (iii) the Module One terms shall apply where both parties are Controllers and the Module Two terms shall apply where the party receiving Personal Data under the EU SCCs is acting as a Processor on behalf of the other party as a Controller; (iv) in Clause 7, the optional docking clause shall apply; (v) in Clause 9, Option 2 of Module Two shall apply and the Processor shall obtain authorization for Subprocessors in accordance with Section 7(a) of this DPA; (vi) in Clause 11, the optional language shall be deleted; (vii) in Clause 17 and Clause 18(b), the EU SCCs shall be governed by the laws of and disputes shall be resolved before the courts of the Republic of Ireland or the EEA member state in which the Pipedrive legal entity that has entered into the Agreement is established or, if such Pipedrive is not established in the EEA, the Republic of Ireland; (viii) in Annex I of the EU SCCs, the details of the parties is set out in the Agreement; and (ix) the remaining information in Annex I and Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule A of this DPA.

d. **UK and Swiss Transfers.** In relation to Personal Data that is subject to the UK GDPR or Swiss DPA, the EU SCCs shall apply in accordance with Section 10(c) above and the following additional modifications: (i) references to "Regulation (EU) 2016/679" and specific articles therein shall be interpreted as references to UK Data Protection Law or the Swiss DPA and the equivalent articles or sections therein (as applicable); (ii) references to "EU", "Union" and "Member State" shall be replaced with references to the "UK" or "Switzerland" (as applicable); (iii) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Information Commissioner" and the "courts of England and Wales" or the "Swiss Federal Data Protection Information Commissioner" and "applicable courts of Switzerland" (as applicable); and (iv) in Clause 17 and Clause 18(b), the EU SCCs shall be governed by the laws of and disputes shall be resolved before the courts of England and Wales or Switzerland (as applicable). To extent that and for so long as the EU SCCs as implemented in accordance with this Section 10(d) cannot be relied on to lawfully process Personal Data in compliance with the UK GDPR, the UK SCCs shall be incorporated by reference and the annexes, appendices or tables of the UK SCCs shall be deemed completed with the relevant information set out in Annex 1 and Annex 2 of this DPA.

## 11. TERM

This DPA shall remain in effect as long as either party carries out Personal Data processing operations on the Personal Data uploaded or otherwise provided by the other party pursuant to and in accordance with the Partner Agreement.

## **SCHEDULE A**

### **ANNEX A - DESCRIPTION OF THE TRANSFER**

1. Categories of data subjects. The personal data transferred concerns the following categories of data subjects, depending on the agreement between the data importer and data exporter:

Pipedrive members; potential and actual customers and employees of the data exporter; sales and marketing leads of the data exporter; and third parties that have, or may have, a commercial relationship with the data exporter (e.g. advertisers, customers, corporate subscribers, contractors and product users).

2. Categories of personal data. The personal data transferred concern the following categories of data:

The data transferred is the personal data provided by the data exporter to the data importer in connection with the Partner Agreement. Such personal data may include first name, last name, email address, contact information, education and work history and other information provided in Pipedrive member profiles, resumes, CRM data concerning sales leads and customer lists, any notes provided by the data exporter regarding the foregoing and other activities of Pipedrive members taken on the Pipedrive platform.

3. Sensitive data (if appropriate). The personal data transferred may concern the following special categories of data:

None.

4. Frequency of transfer.

Personal data is transferred continuously.

5. Nature and purpose of the processing. The transfer is made for the following purposes:

The transfer is intended to enable the relationship of the parties contemplated by the Channel Partner Agreement. The "Channel Partner Agreement" is the agreement(s) entered into by the data importer and the data exporter that govern data sharing between those parties (but excluding customer agreements between Partner and Pipedrive that govern Partner's purchase of Pipedrive products and services).

6. Period for which personal data will be retained:

The personal data transferred between the parties may only be retained for the period of time permitted under the Channel Partner Agreement. The parties agree that each party will, to the extent that it, along with the other party, acts as a Controller with respect to Personal Data, reasonably cooperate with the other party to enable the exercise of data protection rights as set forth in Data Protection Laws.

7. Subject matter, nature and duration of the processing.

The subject matter, nature and duration of the processing is as described in the Agreement, including this DPA.

8. Competent supervisory authority.

For the purposes of the Standard Contractual Clauses, the competent supervisory authority is the authority of the EEA member state in which Partner or Partner's EEA representative is established (with respect to Partner Personal Data) or the [Irish Data Protection Commissioner] (with respect to Pipedrive Personal Data). For the purposes of UK and Swiss transfers, the competent supervisory authority is the United Kingdom Information Commissioner or Swiss Federal Data Protection Information Commissioner (as applicable).

## **ANNEX B – SECURITY MEASURES**

We use a variety of security technologies and procedures to help protect Partner Personal Data. All Personal Data is protected using appropriate physical, technical and organizational measures. For more on Security at Pipedrive, please see <https://www.pipedrive.com/en/features/privacy-security>