

Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms part of the Agreement between Plantronics, Inc. and/or its applicable affiliated entities (collectively, “**Plantronics**,” “**us**,” or “**we**”) and Customer (defined below) for the purchase, license, and/or other authorized use of Plantronics products or services (“**Services**”) (the “**Agreement**”).

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under Applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent Plantronics processes personal data for which such Customer and/or Authorized Affiliates qualify as the controller. For the purposes of this DPA only, and except where indicated otherwise, the term “**Customer**” shall include Customer and all Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of performing its obligations to Customer pursuant to the Agreement, including providing or performing Services, as applicable, Plantronics may process personal data on behalf of Customer and the parties agree to comply with the following provisions with respect to any personal data, each acting reasonably and in good faith:

HOW THIS DPA APPLIES

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 Plantronics entity that is the party to the Agreement is the party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with Plantronics or one of its Affiliates pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the Plantronics 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 the 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 Order Form or Agreement execute this DPA.

If the Customer entity signing the DPA is not a party to an Order Form nor an Agreement directly with Plantronics, but is instead a customer indirectly via an authorized reseller of Plantronics, this DPA is not valid and is not legally binding. Such entity should contact the authorized reseller to discuss whether any amendment to its agreement with that reseller may be required.

This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer’s Agreement an Order Form or other ancillary policy (including any existing data processing addendum to the Agreement).

1. Data Protection

1.1 Definitions: In this Clause, the following terms shall have the following meanings:

- (a) **“controller”, “processor”, “data subject”, “personal data”, “processing”** (and **“process”**) and **“special categories of personal data”** shall have the meanings given in Applicable Data Protection Laws and Regulations.
- (b) **“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.
- (c) **“Applicable Data Protection Laws and Regulations”** shall mean: (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); and (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679) and shall include any and all regulations enacted under either of the foregoing.
- (d) **“Authorized Affiliate”** means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to receive the goods and/or use the Services pursuant to the Agreement between Customer and Plantronics, but has not signed its own Order Form with Plantronics and is not a **“Customer”** as defined under the Agreement.
- (e) **“Authorized Person”** shall mean any person or entity Plantronics authorizes to process personal data.
- (f) **“Collected Data”** shall mean the data collected by the Plantronics Manager Pro product. A detailed description of the Collected Data can be found in the [Plantronics Software Privacy Policy](#).
- (g) **“Permitted Purpose”** shall mean the Plantronics Manager Pro’s use of the Collected Data, including the personal data, to generate reports for Customer’s internal use.
- (h) **“Plantronics Manager Pro”** shall mean the Plantronics product described on [Plantronics’ website](#).
- (i) **“Security Incidents”** shall mean the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer personal data.

2. Relationship of the parties: Customer (the controller) appoints Plantronics as a processor to process the personal data for the Permitted Purpose. Each party shall comply with the obligations that apply to it under the Applicable Data Protection Laws

and Regulations. If Plantronics becomes aware that processing for the Permitted Purpose infringes Applicable Data Protection Laws and Regulations, it shall promptly inform Customer. For the avoidance of doubt, Customer's instructions for the processing of personal data and collected data shall comply with Applicable Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of personal data, including the collected data, and the means by which Customer acquired personal data, including the collected data.

3. International transfers: Plantronics shall not transfer the personal data outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws and Regulations.
4. Confidentiality of processing: Plantronics shall use reasonable efforts to ensure that any Authorized Person shall protect the personal data in accordance with Plantronics' confidentiality obligations under the Agreement.
5. Security. The processor shall implement measures to protect the personal data (i) from accidental or unlawful destructions, and (ii) a Security Incident.
6. Subcontracting. Customer consents to Plantronics engaging third party sub-processors to process the personal data for the Permitted Purpose provided that: (i) Plantronics maintains an up-to-date list of its [sub-processors](#), which it shall update with details of any change in sub-processors at least 15 days prior to any such change; (ii) Plantronics imposes data protection terms on any sub-processor it appoints that require it to protect the personal data to the standard required by Applicable Data Protection Laws and Regulations; and (iii) Plantronics remains liable for any breach of this Clause that is caused by an act, error or omission of its sub-processor. Customer may object to Plantronics' appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Plantronics will either not appoint or replace the sub-processor or, if this is not possible, Customer may suspend or terminate the Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).
7. Cooperation and data subjects' rights: Plantronics shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Laws and Regulations (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the personal data. In the event that any such request, correspondence, enquiry or complaint is made directly to Plantronics, Plantronics shall promptly inform Customer providing full details of the same.

8. Data Protection Impact Assessment: Plantronics shall provide reasonable cooperation to Customer (at Customer's expense) in connection with any data protection impact assessment that Customer may be required to perform under Applicable Data Protection Laws and Regulations.
9. Security Incidents: If it becomes aware of a confirmed Security Incident, Plantronics shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfill any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Laws and Regulations. Plantronics shall further take such reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Customer informed of all material developments in connection with the Security Incident.
10. Deletion or return of Data. Upon termination or expiry of the Agreement, Plantronics shall (at Customer's election) destroy or return to Customer all personal data in its possession or control. This requirement shall not apply to the extent that Plantronics is required by applicable law to retain some or all of the personal data, or to personal data it has archived on back-up systems, in which event Plantronics shall protect from any further processing except to the extent required by such law.
11. Audit. Customer acknowledges that Plantronics is regularly audited against security standards by independent third party auditors. Upon request, Plantronics shall supply a summary copy of its audit reports to Customer, which shall be subject to the confidentiality provisions of the Agreement.
12. Limited 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 Authorized Affiliates and Plantronics, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' clause, section or other similar provisions of the Agreement, and any reference in the Agreement 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, Plantronics' and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement and all DPAs, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.
13. Legal Effect. This DPA shall only become legally binding between Customer and Plantronics when the formalities and steps set out in the Section "How to Execute this DPA" below have been fully completed.

HOW TO EXECUTE THIS DPA:

1. This DPA has been pre-signed on behalf of Plantronics.
2. To complete this DPA, Customer must complete the information in the signature box and sign.
3. Send the completed and signed DPA to Plantronics by email, indicating the Customer's Name to privacy@plantronics.com.

Upon receipt of the validly completed DPA by Plantronics at this email address, this DPA will become legally binding.

CUSTOMER:

PLANTRONICS, INC.

Signature: _____

Signature: /s/ Mary Huser

Customer Legal Name: _____

Print Name: _____

Print Name: Mary Huser

Title: _____

Title: SVP, General Counsel

Date: _____

Date: April 17, 2018