ASANA, INC. DATA PROCESSING ADDENDUM

With EU Standard Contractual Clauses

December 2017

This Data Processing Addendum (the "DPA" or "Addendum") is entered into by and between Asana, Inc., a Delaware corporation ("Asana") and the customer specified below ("Customer").

Asana, Inc.	Customer Name:
	_____ (full legal entity name)
Signature: Tim Wan	Signature: _____
Name: Tim Wan	Name: _____
Title: Chief Financial Officer	Title: _____
Signature Date: January 8, 2018	Signature Date: _____
Address:	Address:
1550 Bryant Street, 8th Floor	_____
San Francisco, CA 94103	_____
Attn: Legal Department	Attn: _____
Or via email: http://dpa@asana.com	

This Addendum consists of the main body of the Addendum and Exhibits A and B (including Appendices 1 and 2), and is a part of the agreement between Customer and Asana that governs Customer's use of the Asana cloud-based collaborative workplace management service (the "Service"), whether such agreement is online located at https://asana.com/terms#subscriber-agreement or in a written agreement executed in counterparts with Asana ("Agreement"). All capitalized terms used in this document but not defined shall have the meaning set forth in the Agreement.

By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Controller Affiliates.

In the course of providing the Services under the Agreement, Asana may Process certain Personal Data (such terms defined below) on behalf of Customer and where Asana Processes such Personal Data on behalf of Customer the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

INSTRUCTIONS

This Addendum and the Standard Contractual Clauses attached hereto as Exhibit B have been pre-signed on behalf of Asana. To enter into this Addendum, Customer must:

a. Complete the signature block above by signing and providing Customer's full legal entity name, address and signatory information;

b. Enter the name of the EU member state in which Customer is established in Clause 9 and Clause 11 (Section 3) of the Standard Contractual Clauses attached hereto as Exhibit B

c. Complete and sign the Standard Contractual Clauses attached hereto as Exhibit B; and

d. Submit the completed and signed Addendum and the Standard Contractual Clauses (including Appendices 1 and 2 thereto) via email to dpa@asana.com and provide a customer contact (name, email, phone number) in order for us to provide Subprocessor information and updates in accordance with this agreement.

EFFECTIVENESS

a. This Addendum will be effective only if executed in full by Customer and submitted to Asana in accordance with the "Instructions" Section above and this "Effectiveness" Section. If Customer makes any deletions or other revisions to this Addendum, then this Addendum is null and void. Upon receipt of the validly completed DPA by Asana at the email address of dpa@asana.com, the DPA will become legally binding.

b. Customer signatory represents to Asana that he or she has the legal authority to bind Customer and is lawfully able to enter into contracts.

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

If the Customer entity signing this DPA has executed an Order Form or an online premium terms subscription agreement with Asana or its Affiliates, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form or premium terms subscription agreement, and any applicable renewal Order Forms, and the Asana entity that is party to that Order Form or premium terms subscription agreement is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form, an online premium terms subscription agreement 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 Agreement executes the DPA.

1. DEFINITIONS

"Asana" means the Asana entity which is a party to this DPA, as specified in the section "HOW THIS DPA APPLIES" above, being Asana, Inc., a company incorporated in Delaware and/or Asana Ireland Limited, a company constituted under the laws of Ireland, as applicable.

"Asana Group" means Asana and its Affiliates engaged in the Processing of Personal Data.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Controller Affiliate**" means any of Customer's Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) that are permitted to use the Service pursuant to the Agreement between Customer and Asana, but have not signed their own Order Form and are not a "Customer" as defined under the Agreement, (b) if and to the extent Asana processes Personal Data for which such Affiliate(s) qualify as the Controller.

"Data Protection Laws" means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

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

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Personal Data" means any information that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws and is submitted as Customer Data.

"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" means the entity which Processes Personal Data on behalf of the Controller.

"Security Measures" has the meaning given in Section 5.1.

"Standard Contractual Clauses" means the agreement executed by and between Customer and Asana, Inc. and attached hereto as Exhibit B pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Subprocessor" means any entity engaged by Asana or a member of the Asana Group to Process Personal Data in connection with the Services.

"**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

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, Asana is the Processor and that Asana or members of the Asana Group will engage Subprocessors pursuant to the requirements set forth in Section 4 "Sub- processors" below.

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 Asana's Processing of Personal Data. As Customer's Processor, Asana 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 the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the "**Purpose**"). Asana acts on behalf of and on the instructions of Customer in carrying out the Purpose.

2.4 Details of the Processing. 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 Appendix 1 to Exhibit B (Description of Processing Activities) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Requests. Asana shall, to the extent legally permitted, promptly notify Customer if Asana 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, Asana shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under applicable Data Protection Laws. In addition, to the extent Customer, in its use of the Service, does not have the ability to address a Data Subject Request, Asana shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Asana is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Asana's provision of such assistance, including any fees associated with provision of additional functionality.

4. SUBPROCESSORS

4.1 Appointment of Subprocessors. Customer acknowledges and agrees that (a) Asana's Affiliates may be retained as Subprocessors; and (b) Asana and Asana's Affiliates respectively may engage third-party Subprocessors in connection with the provision of the Services. As a condition to permitting a third-party Subprocessor to Process Personal Data, Asana or an Asana Affiliate will enter into a written agreement with each Subprocessor 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 Subprocessor. Customer acknowledges that Asana, Inc. is located in the United States and is involved in providing the Services to Customer either directly or through the provision of support to Asana Software Ireland Limited. In either case, Customer agrees to enter into the Standard Contractual Clauses set out in Exhibit B and acknowledges that subprocessors may be appointed by Asana in accordance with Clause 11 of Exhibit B.

4.2 List of Current Subprocessors and Notification of New Subprocessors. A current list of

Subprocessors for the Services, including the identities of those Subprocessors and their country of location, will be provided upon execution of this DPA, or we will provide you with a link to a webpage to which you may subscribe to obtain update notifications. Asana shall provide the subscriber with notification of new Subprocessor(s) before authorizing such new Subprocessor(s) to Process Personal Data in connection with the provision of the applicable Services.

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

4.4 Liability. Asana shall be liable for the acts and omissions of its Subprocessors to the same extent Asana would be liable if performing the Services of each Subprocessor directly under the terms of this DPA.

5. SECURITY

5.1 Asana's Security Measures. Asana will implement and maintain technical and organizational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, as described in Appendix 2 to Exhibit B (the "Security Measures"). Asana may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

5.2 Security Compliance by Asana Staff. Asana will take appropriate steps to ensure compliance with the Security Measures by its staff to the extent applicable to their scope of performance, including ensuring that all such persons it authorizes to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.3 Additional Security Controls. In addition to the Security Measures, Asana will make certain Additional Security Controls available to Customer (the "Additional Security Controls"), as described in Appendix 2. Customer is responsible for enabling and/or using the Additional Security Controls offered by Asana in Customer's own discretion in compliance with applicable law.

5.4 Asana's Security Assistance. Customer agrees that Asana will (taking into account the nature of the processing of Customer Personal Data and the information available to Asana) assist Customer in ensuring compliance with any of Customer's obligations in respect of security of personal data and personal data breaches, including if applicable Customer's obligations pursuant to Articles 32 to 34 (inclusive) of the GDPR, by:

a. implementing and maintaining the Security Measures in accordance with Appendix 2 to Exhibit B (Asana's Security Measures); and

b. making the Additional Security Controls available to Customer in accordance with Appendix 2 to Exhibit B.

6. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

6.1 Incident Notification. Asana shall notify Customer of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Asana becomes aware and which may require a notification to be made to a Supervisory Authority or Data Subject under applicable Data Protection Law or which Asana is required to notify to Customer under applicable Data Protection Law (a "**Customer Data Incident**"). Asana 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 Asana's control. The obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non-Asana Products.

6.2 Delivery of Notification. Notification(s) of any Customer Data Incidents will be delivered to a Notification Email Address established by Customer. Customer is solely responsible for ensuring that the Notification Email Address is current and valid.

6.3 No Assessment of Customer Data by Asana. Asana will not assess the contents of Customer Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with legal requirements for incident notification applicable to Customer and fulfilling any third party notification obligations related to any Customer Data Incident(s).

6.4 No Acknowledgement of Fault by Asana. Asana's notification of or response to a Customer Data Incident under this Section 6 will not be construed as an acknowledgement by Asana of any fault or liability with respect to the Customer Data Incident.

7. RETURN AND DELETION OF CUSTOMER DATA

7.1 Deletion Upon Termination. Upon termination of the Services for which Asana is Processing Personal Data, Asana shall, upon Customer's request, and subject to the limitations of Customer's purchased product plan and as described at https://asana.com/guide/help/faq/security, return all Customer Data and copies of such data to Customer or securely destroy them and demonstrate to the satisfaction of Customer that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Customer Data. For clarification, depending on the purchased product plan purchased by Customer, access to export functionality and ability to request deletion may incur additional charge(s) and/or require purchase of a Service upgrade. Asana may also agree to preserve the confidentiality of any retained Customer Data and will only actively Process such Customer Data after such date in order to comply with the laws to which it is subject.

8. CONTROLLER AFFILIATES

8.1 Contractual Relationship. The parties acknowledge and agree that, by executing the DPA in accordance with "Instructions above, 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 Asana and each such Controller Affiliate subject to the provisions of the Agreement and this Section 8 and Section 9. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Customer.

8.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible

for coordinating all communication with Asana 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 Asana, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

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

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

9. LIMITATION OF LIABILITY

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

10. EUROPEAN SPECIFIC PROVISIONS

10.1 GDPR. With effect from 25 May 2018, Asana will Process Personal Data in accordance with the GDPR requirements directly applicable to Asana's provision of the Services.

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

10.2 Transfer Mechanisms. As of the effective date of this DPA, Asana self-certifies to and complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce. For transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states and Switzerland to countries which do not ensure an adequate level of data protection within the meaning of applicable Data Protection Laws of the foregoing territories, to the extent such transfers are subject to such applicable Data Protection Laws:

1. Asana's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications apply; and

2. The Standard Contractual Clauses set forth in Exhibit B to this DPA apply, subject to Exhibit A. Asana will not be required to enter into such Standard Contractual Clauses with Customer unless (i) European Data Protection Legislation requires either Customer or Asana to enter into such Standard Contractual Clauses due to the invalidity or unavailability of the options set forth in 10.2.1(a) or (ii) Customer is required to enter into Standard Contractual Clauses with Asana because Customer, as a processor of the Transferred Personal Data, is itself an importer under the Standard Contractual Clauses and Asana is Customer's subprocessor under such Standard Contractual Clauses.

11. PARTIES TO THIS DPA

11.1 Parties. Asana, Inc. is a party to the Standard Contractual Clauses in Exhibit B. Notwithstanding the signatures below of any other Asana entity, such other Asana entities are not a party to this DPA or the Standard Contractual Clauses.

12. LEGAL EFFECT

This DPA shall only become legally binding between Customer and Asana when the formal steps set out in the "Instructions" above have been fully completed. If Customer has previously executed a data processing addendum with Asana, this DPA supersedes and replaces such prior Data Processing Addendum.

List of Exhibits

Exhibit A: Additional Data Transfer Terms

Exhibit B: Standard Contractual Clauses

EXHIBIT A

ADDITIONAL DATA TRANSFER TERMS

1. ADDITIONAL TERMS TO STANDARD CONTRACTUAL CLAUSES

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

1.2. Instructions. This DPA and the Agreement are Customer's complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Authorized Users in their use of the Services; and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.

1.3. Appointment of new Subprocessors and List of current Subprocessors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) Asana's Affiliates may be retained as Subprocessors; and (b) Asana and Asana's Affiliates respectively may engage third-party Subprocessors in connection with the provision of the Services. Asana shall make available to Customer the current list of Sub-processors in accordance with Section 4.2 of this DPA.

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

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

1.6. Audits and Certifications. The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:

Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Asana shall make available to Customer (or Customer's independent, third-party auditor) information regarding the Asana Group's compliance with the obligations set forth in this DPA in the form of certain documentation, as may be available now and in the future. Customer may contact Asana in accordance with the "Notices" Section of the Agreement to request an on-site audit of Asana's procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. Customer shall reimburse Asana for any time expended for any such on-site audit at the Asana Group's then-current rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Asana 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 Asana. Customer shall promptly notify Asana with information regarding any non-compliance discovered during the course of an audit, and Asana shall use commercially reasonable efforts to address any confirmed non-compliance.

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

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

EXHIBIT B

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

Clause 1

Definitions

For purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) '*the data exporter'* means the controller who transfers the personal data;

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

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

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

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

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer[1]

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

[1] Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case, the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely _____.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses[2]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely _____.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

[2] This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature _____

On behalf of the data importer:

Name: Tim Wan

Position: Chief Financial Officer

Address: 1550 Bryant Street, 8th Floor, San Francisco, CA 94103

Other information necessary in order for the contract to be binding (if any): None

Signature: Tim Wan

Appendix 1 to the Standard Contractual Clauses

Description of Processing Activities

This Appendix forms part of the DPA and Clauses and must be completed and signed by the parties. By signing the signature page on page 1 of this Addendum, the parties will be deemed to have signed this Appendix 1.

Data Subjects

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

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

Categories of data

The personal data transferred concern the following categories of data:

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

Special categories of data

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

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

Processing operations

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

- storage and other processing necessary to provide, maintain and improve the Services provided to the Data Exporter;
- to provide customer and technical support to the Data Exporter; and
- disclosures in accordance with the Agreement, as compelled by law.

Appendix 2 to the Standard Contractual Clauses

This Appendix 2 forms part of the DPA and Clauses and must be completed and signed by the parties. By signing the signature page on page 1 of this Addendum, the parties will be deemed to have signed this Appendix 2.

Technical and organisational security measures implemented by the Data Importer in accordance with Clauses 4(d) and 5(c):

The Data Importer has implemented and will maintain appropriate technical and organisational measures to protect the personal data against misuse and accidental loss or destruction.

These Security Measures include but are not limited to:

- Software Development Lifecycle procedures;
- Access controls;
- Network scanning programs;
- Physical security controls;
- Network activity logging;
- Anti-malware software;
- Data recovery tools and procedures; and
- Encryption of web connections to the Services, user passwords, and Asana laptops and workstations.

For more information on Security Measures see the Asana Security Statement located at https://asana.com/security-statement.