

# SimpleMDM Privacy Shield and GDPR Data Processing Addendum

This Privacy Shield and GDPR Data Processing Addendum (“Addendum”) is entered into between the entity identified as the “Customer” on the signature page of this Addendum and White Room Projects LLC d/b/a SimpleMDM, an Oregon limited liability company with offices located at 821 NW Flanders St Ste 315, Portland, OR 97209 (“SimpleMDM”). From the date of the last signature of the duly authorized representative of both parties, the Addendum shall form part of the agreement entered into between the Customer and SimpleMDM to provide the service (the “Agreement”).

1. **Introduction.** SimpleMDM provides a device management software as a service for Apple devices, such as macOS, iOS, and tvOS hardware, as specified in the applicable order from Customer. Customer intends to send personal data from individuals in the EU as part of the data processed by SimpleMDM on its behalf via Apple and SimpleMDM software agents (the “EU Personal Data”) to provide the service. Pursuant to this, the parties seek to clarify the applicable responsibilities in this Addendum.
2. **Privacy Shield.** SimpleMDM is a participant in the EU-US Privacy Shield Framework (the “Privacy Shield”) and shall provide at least the same level of privacy protection for EU Personal Data as required by the Privacy Shield. If SimpleMDM is unable to comply with this requirement, SimpleMDM will inform Customer.
3. **Alternative Adequacy Mechanism.** If, for any reason, the Privacy Shield ceases to provide adequate protection for personal data under the applicable European data protection laws, the parties shall enter into discussions to implement the standard contractual clauses authorized by Commission Decision C(2010)593 or superseding contractual clauses enabling non-EEA data processors.
4. **GDPR.** With respect to EU Personal Data, Customer is the data controller and SimpleMDM is the dataprocessor. Each party shall strive to comply with their respective obligations under the EU Directive 95/46/EC and the superseding Regulation 2016/679 (“GDPR”) that will go into effect on May 25th, 2018. Terms such as “personal data breach”, “supervisory authority”, “processor”, “data subject”, etc. shall have the definitions specified in the EU Directive and/or GDPR. As it relates to EU Personal Data, the parties hereby agree:
  - a. SimpleMDM shall only process EU Personal Data upon instructions from Customer, including those in the Agreement and Customer’s configuration of the SimpleMDM service;
  - b. SimpleMDM’s data centers are located in the United States and Customer hereby instructs SimpleMDM to process EU Personal Data in the United States and in the European Union as needed to perform the service or as otherwise instructed by Customer;

- c. SimpleMDM shall ensure that persons authorized to process EU Personal Data are committed to a duty of confidentiality;
- d. SimpleMDM shall implement appropriate technical and organizational measures to ensure that the level of security is appropriate to the risk in the performance monitoring and the analytics processing involved in the service;
- e. Customer acknowledges and expressly agrees to SimpleMDM engaging sub-processors to process Customer personal data for the permitted purpose of providing products and services for which we contracted provided that:
  - i. SimpleMDM will maintain an up-to-date list of its sub-processors, which it will update with the details of any change in sub-processors at least 10 days prior to any change; and
  - ii. SimpleMDM will impose data protection terms on any sub-processor it engages with as required to protect Customer's personal data to the standard required by the GDPR. Customer may object to SimpleMDM's appointment or replacement, provided such objection is based on reasonable grounds related to data protection. In such event, SimpleMDM will either not appoint or replace the sub-processor or if that is not possible, Customer may suspend or terminate the SimpleMDM service.
- f. Taking into account the nature of the processing, SimpleMDM will use reasonable efforts to assist Customer in responding to requests by data subjects to exercise data subject rights;
- g. Taking into account the nature of the processing and information available to SimpleMDM, SimpleMDM will use reasonable efforts to assist the Customer in ensuring compliance with Customer's obligations under Art 32-36 of the GDPR, including:
  - i. Implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
  - ii. Taking steps to ensure that any natural person with access to EU Personal Data does not process them except on instruction;
  - iii. Notifying the Customer without undue delay after becoming aware of a personal data breach;
  - iv. Assisting Customer in its data protection impact assessment, as appropriate and at Customer's expense;
  - v. Assisting Customer in its consultation with regulators, as appropriate and at Customer's expense;
- h. Upon receipt of Customer's written request, SimpleMDM shall return EU Personal Data or close Customer's account and delete all EU Personal Data;
- i. Upon receipt of Customer's written request, SimpleMDM will make available to Customer information reasonably necessary to demonstrate compliance with the obligations in this Addendum and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer to the extent required by law. Customer shall give SimpleMDM at least ninety (90) days' prior written notice and promptly reimburse SimpleMDM for expenses incurred in

connection with audits conducted by Customer or a third party auditor beyond those that SimpleMDM already conducts, including but not limited to time reasonably expended for such audits at SimpleMDM's then-current professional services rates (made available to Customer upon request). Prior to commencement of work, SimpleMDM and Customer shall mutually agree upon scope, timing, and duration of the audit. Customer shall promptly notify SimpleMDM with information regarding any non-compliance discovered during the course of an audit; and

- j. SimpleMDM will inform Customer if it becomes aware of an instruction by Customer that, in SimpleMDM's opinion, infringes the GDPR or other applicable data protection law.
5. **Processing Operations.** SimpleMDM processes the EU Personal Data to provide the services ordered or configured by the Customer. Customer determines what, if any, personal data it chooses to include in the EU Personal Data, which may include incidental personal data of employees that interact with the software or end users that interact with monitored devices or software. SimpleMDM shall process this information for the duration of the service, and shall delete such information upon request or within 90 days of Customer's closure of account. Customer may terminate the management relationship between a device and SimpleMDM at any time to cease processing of new information.

The parties hereby agree that this Addendum supersedes any conflicting or inconsistent provisions in the Agreement related to data protection and, in the event of ambiguity, this Addendum will prevail. The Agreement, as amended and modified by this Addendum, otherwise remains in full force and effect.

Accepted and agreed to as of the date below by the authorized representative of each party:

**SimpleMDM**

\_\_\_\_\_  
*Customer (Company Name)*

  
\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_Taylor Boyko\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_CEO\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_June 13, 2018\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Please send the executed copy of this form to [support@simplemdm.com](mailto:support@simplemdm.com) for our records.