

Data Processing Agreement

Posted: September 24, 2021

Prior Version: [May 4, 2020](#)

This Data Processing Agreement (the “DPA”) supplements the Dropbox Services Agreement (“Agreement”) between Dropbox and the customer that has executed or agreed to the Agreement (“Customer”). Capitalized terms used, but not defined, in this DPA are defined in the Agreement.

1. Nature of the Data and Role of the Parties. The rights and obligations in this DPA apply solely to the Processing of Personal Data by the Services by Dropbox on behalf of Customer, but does not apply to Beta Services. For the purposes of this DPA, references to Customer Data shall mean any Personal Data incorporated in the Customer Data.
2. Data Processing.
 - 2.1. Instructions. The Agreement and this DPA constitute Customer’s instructions to Dropbox to Process Customer Data. Dropbox will use and Process Customer Data as Customer instructs in order to deliver the Services and to fulfill Dropbox’s obligations under the Agreement and this DPA. Dropbox will inform Customer of any legal requirement which prevents it from complying with Customer’s instructions, unless prohibited from doing so by applicable law or on important grounds of public interest.
 - 2.2. Processing Activities. Dropbox, Dropbox personnel, and Sub-processors will only Process Customer Data to provide the Services and to fulfill Dropbox’s obligations in this Agreement. The categories of Personal Data to be Processed by Dropbox and the Processing activities to be performed under this Agreement are set out in Exhibit A.
 - 2.3. Personnel. Any Dropbox personnel who have access to Customer Data will be bound by appropriate confidentiality obligations.
3. Security.
 - 3.1. Security Measures. Dropbox will implement the technical and organizational measures set forth in the Agreement for the applicable Services.
 - 3.2. Security Incidents. Dropbox will promptly, and without undue delay, notify Customer in writing at the email address associated with the account if a Security Incident occurs, so long as applicable law allows this notice. Without limiting the foregoing, Dropbox will use commercially reasonable efforts to provide this notice within 72 hours of confirming the existence of a Security Incident. Dropbox may limit the scope of, or refrain from delivering, any disclosures to the extent reasonably necessary to avoid compromising the integrity of Dropbox’s security, an ongoing investigation, or any Dropbox customer’s or end user’s data. “Security Incident” means any actual unauthorized disclosure of or access to Customer Data, or compromise of Dropbox’s systems that Dropbox determines is reasonably likely to result in such disclosure or access, caused by failure of Dropbox’s Security Measures and excluding any unauthorized disclosure or access that is caused by Customer or its End Users, including Customer or its End Users’ failure to adequately secure equipment or accounts.
 - 3.3. Notification. Dropbox will assist the Customer in ensuring compliance with its obligations pursuant to EU Data Protection Laws by providing relevant information which may include: (a) the nature of the Security Incident, including, where possible, the categories and approximate number of personal data records concerned; (b) the likely consequences of the Security Incident; (c) the measures taken or to be taken to address the Security Incident, including, where appropriate, the measures to mitigate its possible adverse effects; (d) the name and contact details of the Data Protection Officer or other contact from whom more information may be obtained; and (e) justifications for any delay in notification;. Should it not be feasible for Dropbox to provide all of the relevant information in its initial notification to the Customer, Dropbox will provide further relevant details without undue delay.
4. Sub-processors.
 - 4.1. Dropbox Use of Sub-Processors. Customer consents to Dropbox’s appointment of Subcontractors, including Sub-processors, to perform the Services. Where a Sub-processor will process Personal Data, Dropbox will ensure that the Sub-processor is subject to substantially similar data protection obligations as those set forth in this DPA regarding Personal Data and which satisfy the requirements of EU Data Protection Laws. Dropbox will list its current Sub-processors for the Services in the Agreement. Dropbox will remain liable for all acts or omissions of its Subcontractors or Sub-processors, and for any subcontracted obligations.
 - 4.2. Customer Objections. Dropbox may add or remove Sub-processors from time to time. Dropbox will inform Customer in advance of new Sub-processors for the applicable Services as described in the list of Sub-

processors. If Customer objects to a change, it will provide Dropbox with notice of its objection to privacy@dropbox.com including reasonable detail supporting Customer's concerns within sixty days of receiving notice of a change from Dropbox or, if Customer has not subscribed to receive this notice, within sixty days of Dropbox publishing the change. Dropbox will then use commercially reasonable efforts to review and respond to Customer's objection within thirty days of receipt of Customer's objection. Dropbox's response to Customer's objection will include, at a minimum, reasonable accommodations, if any, that Customer or Dropbox can take to limit or prevent a new Sub-processor from acting as a processor of Customer Data when Customer makes use of the Services. If Dropbox does not respond to a Customer objection as described above, or cannot reasonably accommodate Customer's objection, Customer may terminate the Agreement by providing written notice to Dropbox: (a) within thirty days of receipt of a Dropbox response that does not comply with this Section 4.2; or (b) if Dropbox fails to respond, within thirty days of the date Dropbox's response was due.

5. **Data Subject Rights.** Customer is responsible for responding to any request by a data subject to exercise their rights under applicable privacy laws. If Dropbox receives any such request in relation to the Customer Data, Dropbox will direct the applicable data subject to Customer to exercise his or her rights without undue delay after verifying the request pertains to Customer Data. Dropbox will provide Customer with information or tools that are reasonably designed to enable Customer to fulfill its obligations to respond to these requests through the functionality of the Services, taking into account the nature of the Processing and insofar as this is possible.
6. **Compliance Assistance.** To assist Customer with its compliance obligations under applicable privacy laws related to security, data protection impact assessments, and prior consultation with supervisory authorities, Dropbox will make the following available during the Term: (a) the Audit Reports; (b) the information contained in Exhibit A; and (c) any applicable Security Measures and Security Resources set forth in the Agreement. If, after reviewing the aforementioned materials, Customer reasonably believes it needs further information in order to meet its compliance obligations, Dropbox will use commercially reasonable efforts to respond to written questions by Customer regarding the materials. Without limiting the foregoing, Dropbox will comply with valid requests from relevant supervisory authorities to the extent required by applicable EU Data Protection Law.
7. **Deletion.** Upon Termination of the Agreement and this DPA, Dropbox will delete Stored Data in Customer's account in a commercially reasonable period of time following receipt of an Administrator's request to do so prior to such termination. Notwithstanding the foregoing, Customer acknowledges and agrees that Dropbox may be a controller with respect to certain Account Data, and may retain this data in accordance with applicable privacy laws, provided that Dropbox is solely responsible for its compliance with these laws in connection with its own Processing.
8. **Inspections.**
 - 8.1. **Audit Reports.** Dropbox has completed audits for the Services as set forth in the Agreement and will provide Customer with a copy of the Audit Reports as set forth therein.
 - 8.2. **Customer Review of Audit Reports.** If Customer reasonably believes it needs further information in order to confirm Dropbox's compliance with the provisions of the Agreement relating to Personal Data, Dropbox will use commercially reasonable efforts to respond to written questions by Customer regarding the Audit Reports.
 - 8.3. **Customer Inspection.** If Customer is not satisfied with Dropbox's responses to questions provided pursuant to Section 8.2, Dropbox will permit Customer, or an agreed upon Customer representative, subject to appropriate confidentiality obligations, to visit Dropbox's premises and discuss Dropbox's responses with Dropbox personnel.
 - 8.4. **Process for Inspections.** Dropbox reserves the right to: (a) charge a separate fee for its reasonable costs associated with performing any of its obligations in Section 8.2 or 8.3, provided that Dropbox will provide an estimate of these fees to Customer prior to incurring the costs; or (b) object to any Customer representative participating in an inspection on the basis that they are not qualified, are not bound by an adequate requirement to protect confidential Dropbox information, or are a competitor of Dropbox. For Customer inspections pursuant to Section 8.3, the Parties will first mutually agree on the scope, timing, and duration of the inspection. Dropbox reserves the right to limit the scope and duration of an inspection to the extent reasonably necessary to avoid compromising the integrity of Dropbox's security or any Dropbox customer's or end user's data.
9. **European Data.** Customer agrees that Dropbox and its Sub-processors may transfer, store, and Process Customer Data in locations other than Customer's country. To the extent Personal Data that is subject to EU Data Protection Laws is Processed outside of the EEA, United Kingdom, or Switzerland ("**European Data**"), this Section 9 applies.
 - 9.1. **Instructions.** Customer hereby instructs Dropbox International Unlimited Company ("**Dropbox International**") to process European Data in accordance with this DPA in order to deliver the Services. Customer acknowledges



that all communication with Dropbox, Inc. in connection with the processing of European Data will be coordinated and directed through Dropbox International.

- 9.2. Transfers. Customer acknowledges and agrees that, to provide the Services, Dropbox International may transfer European Data to Dropbox, Inc. and this transfer will be made pursuant to the Processor to Processor Standard Contractual Clauses between Dropbox, Inc. and Dropbox International, or an alternative transfer means recognized by EU Data Protection Laws.
10. Insurance. Dropbox maintains reasonable coverage for Technology Errors and Omissions insurance, which may include coverage for privacy and network security liability, losses or damages due to the unauthorized use/access of a computer system or database, and defense of any regulatory action involving a breach of privacy, as well as other coverage areas. Upon Customer's reasonable written request, and no more than once per year, Dropbox will provide a certificate of insurance evidencing its coverages.
11. Effect of DPA. If a provision in this DPA conflicts with a provision in the Agreement, then this DPA will control with respect to the processing of Personal Data. The Agreement will remain in full force and effect and will be unchanged except as modified by this DPA. This DPA will terminate automatically upon expiration or termination of the Agreement.

Exhibit A

Details of Processing.

1. Subject Matter of the Personal Data Processing: The provision of the Services by Dropbox to Customer.
2. Duration of the Personal Data Processing: The Term, and any period after the Term prior to Dropbox's deletion of Customer Data.
3. Nature and Purpose of the Personal Data Processing: To enable Customer to receive and Dropbox to provide the Services.
4. Categories of Personal Data: The Personal Data that will be included in Customer Data will depend upon Customer's use of the Services. To the extent the Customer Data contains Personal Data, it may consist of identifying information of end users (such as name, email address, physical address, IP address, or other unique identifier), identifying information of third parties with whom data is shared or to whom signature requests are sent, organization data, and any other Personal Data contained in documents, images and other content or data in electronic form stored or transmitted by End Users via the Services.
5. Data Subjects: The categories of data subjects will depend upon Customer's use of the Services. To the extent the Customer Data contains Personal Data, it may concern Customer's End Users including employees, contractors, collaborators and customers of the Customer, any individuals collaborating, sharing, or transacting with these End Users, or any other individual whose information is stored by Customer in the Stored Data as identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR.