



**AMENDMENT
TO THE
DATA PROCESSING ADDENDUM
(SCC AMENDMENT)**

In the table below, please include:

- a) the full legal entity name that has signed an Agreement with Docebo;
- b) the registered address of this legal entity;
- c) the date of your Master Services Agreement or Master Software as a Service Agreement with Docebo
- d) please complete the information in the signature box and sign on the next page.
- e) send the signed amendment agreement to dealdesk@docebo.com with legal@docebo.com in cc.
- f) this SCC Amendment has been pre-signed on behalf of Docebo

For the avoidance of doubt, signature of this SCC Amendment shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses, including Schedule 1 to the SCCs.

To fill out the information in the table below:

- g) In Acrobat DC click the “Fill & Sign” tool in the right pane.
- h) Fill out the table by clicking a text field and typing or adding a text box.

Customer Legal Name:	
Customer Address:	
Date of Agreement: <i>(meaning the Master Software as a Service Agreement, or Master Services Agreement and Data Processing Addendum (“DPA”, jointly the “Agreement”))</i>	

This SCC Amendment is entered into as of the date of the last signature below by and between Docebo S.p.A. (or any of its Affiliates as defined in the Agreement) and the Customer entity set out in the chart above (“**Customer**”). Customer and Docebo are together referred to as the “**Parties**”. Capitalized terms used in this Amendment have the same meaning as defined in the DPA unless otherwise defined herein.

WHEREAS, the Parties wish to amend the terms of the DPA as set out in this “SCC Amendment”, this SCC Amendment shall be effective as of the last date of the signature of the Parties listed below (the “**Amendment Effective Date**”) unless otherwise stated herein.

NOW, THEREFORE, the Parties hereby agree to the following amendments to the DPA:

- 1. The following new defined terms are added to and/or replace conflicting defined terms in Section 1 of the DPA:

“**EU Data Protection Law**” means all data protection laws and regulations applicable to Europe, including (a) 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) (the “**GDPR**”); (b) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (c) applicable national implementations of (a) and (b).

“**Non-EU Data Protection Laws**” means the UK Data Protection Law; the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations (the “**CCPA**”); Canada’s Personal Information Protection and Electronic Documents Act (“**PIPEDA**”), the Brazilian General Data Protection Law (“**LGPD**”), Federal Law no. 13,709/2018; and the Privacy Act 1988 (Cth) of Australia, as amended (“**Australian Privacy Law**”).

“**Standard Contractual Clauses**” means the standard contractual clauses as approved by the European Commission, the Swiss Federal Data Protection Authority, or the United Kingdom Information Commissioner’s Office (as applicable) also referred to as “SCCs”.

“**UK Data Protection Law**” means all data protection laws and regulations applicable to the United Kingdom, including (a) the Data Protection Act 2018 and (b) Data Protection, Privacy and Electronic Communications (Amendment Etc.) (EU Exit) Regulations 2019 (“**UK GDPR**”), each as amended, supplemented, or replaced from time to time.

1.1 Section 10 of the DPA, and/or any other provisions in the DPA relating to transfers of Personal Data from the European Economic Area, Switzerland and/or the United Kingdom to countries that do not ensure an adequate level of data protection, is deleted and replaced with the following provisions:

10.1 The Customer acknowledges that Docebo may transfer and process Customer Personal Data to and in the United States and anywhere else in the world where Docebo, Docebo Affiliates or its Sub-processors maintain data processing operations. Docebo shall, at all times, ensure that such transfers are made in compliance with the requirements of Data Protection Laws.

10.2 To the extent that Docebo is a recipient of and/or transfers Customer Personal Data protected by EU Data Protection Laws (“**EU Data**”) outside of Europe to a country that is not recognized as providing an adequate level of protection for Personal Data (as described in applicable EU Data Protection Law), the Parties agree to abide by the Standard Contractual Clauses set out at: https://www.docebo.com/tos/Docebo_DPA_Annex_C_EN.pdf. To the extent that: (a) the Customer is acting as a Data Controller of EU Data and Docebo is acting as a Data Processor of EU Data, Module Two of the Standard Contractual Clauses shall apply to such transfers of EU Data; and (b) the Customer is acting as a Data Processor of EU Data and Docebo is acting as a Data Processor of EU Data, Module Three of the Standard Contractual Clauses shall apply to such transfers of EU Data. The information required for the purposes of the Appendix to the Standard Contractual Clauses are set out in Schedule 1 of this SCC Amendment. Any reference to Annex B in the DPA or the ‘Appendix to the Standard Contractual Clauses’ should be considered as a reference to Schedule 1 of this SCC Amendment.

10.3 To the extent that Docebo Processes Customer Personal Data governed by UK Data Protection Law, the Parties acknowledge that data transfers originating from the United Kingdom to a country that is not recognized as providing an adequate level of protection for Personal Data (as described in applicable UK Data Protection Law) will be governed by the Standard Contractual Clauses set out at: https://tos.docebo.com/DPA_Annex_+E_UK_SCCs.pdf.

10.4 The Parties agree and acknowledge that the applicable Standard Contractual Clauses are incorporated into this DPA, without further need for reference, incorporation, or attachment.

10.5 To the extent Docebo adopts an alternative data export mechanism (including any new version of or successor to the Standard Contractual Clauses) for the transfer of Customer Personal Data not described in this DPA (“**Alternative Transfer Mechanism**”), the Alternative Transfer Mechanism shall apply instead of the transfer mechanisms described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with applicable Data Protection Laws and extends to the countries to which Customer Personal Data is transferred). In addition, if and to the extent that a court of competent jurisdiction or Supervisory Authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Customer Personal Data (within the meaning of applicable Data Protection Laws), Docebo may implement any additional measures or safeguards that may be reasonably required to enable the lawful transfer of Customer Personal Data.

2. The Parties acknowledge and agree that by executing this Amendment the Parties are deemed to have signed and executed the applicable Standard Contractual Clauses.



3. Except as specifically provided in this Amendment, the terms and conditions of the DPA remain in full force and effect.
4. To the extent there is any inconsistency between the DPA and this Amendment, this Amendment will govern. If any provision of this SCC Amendment is inconsistent with any terms in the Standard Contractual Clauses, the Standard Contractual Clauses will prevail.
5. This Amendment may be executed in counterparts, which together will constitute one document and be binding on all of the parties herein.
6. Notwithstanding the signatures below of any other Docebo entity, a Docebo entity is not a party to this SCC Amendment unless they are a party to the Agreement for the provision of the Services to you as a Customer.

[Signatures appear on following page]



IN WITNESS WHEREOF, the parties hereto have caused this SCC Amendment to be executed by their duly authorized representatives.

DOCEBO:

CUSTOMER:

Docebo S.p.A. DocuSigned by:
Claudio Erba
Signature:1830BA1B848E441.....
Name: Claudio Erba
Title: Chief Executive Officer
Date: 7/19/2022

Signature:
Name:
Title:
Date:

Docebo Inc. DocuSigned by:
Claudio Erba
Signature:1830BA1B848E441.....
Name: Claudio Erba
Title: Chief Executive Officer
Date: 7/19/2022

Docebo NA, Inc. DocuSigned by:
Alessio Artuffo
Signature:0DBC4DD66B9C4B8.....
Name: Alessio Artuffo
Title: President & CRO
Date: 7/19/2022

Docebo UK Limited DocuSigned by:
Claudio Erba
Signature:1830BA1B848E441.....
Name: Claudio Erba
Title: Chief Executive Officer
Date: 7/19/2022



Docebo France SAS

DocuSigned by:

Claudio Erba

1830BA1B848E441...

Signature:

Name: Claudio Erba

Title: Chief Executive Officer

Date: 7/19/2022

Docebo DACH GmbH

DocuSigned by:

Claudio Erba

1830BA1B848E441...

Signature:

Name: Claudio Erba

Title: Chief Executive Officer

Date: 7/19/2022

Docebo Australia Pty Ltd

DocuSigned by:

Claudio Erba

1830BA1B848E441...

Signature:

Name: Claudio Erba

Title: Chief Executive Officer

Date: 7/19/2022

Docebo EMEA FZ-LLC

DocuSigned by:

Claudio Erba

1830BA1B848E441...

Signature:

Name: Claudio Erba

Title: Chief Executive Officer

Date: 7/19/2022

Schedule 1

DETAILS OF DATA PROCESSING

DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- The categories of Data Subjects are:
 - Customer personnel
 - Personnel of Customer's customers and partners
 - Other:

Categories of personal data transferred

- The categories of Personal Data transferred are:
 - First and last name
 - Contact details (email address)
 - Formal learning tracking information (course completion status, final results/score, certificates)
 - Informal learning tracking (asset publication/fruit tracking, asset ranking)
 - Questions/Answers tracking
 - Learn skill mapping/evaluation
 - Other:

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- No sensitive data will be transferred from the data exporter to the data importer.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- The frequency of the transfer will be on a continuous basis.

Nature of the processing.

- The nature of the Processing of Personal Data is to provide the Services in accordance with the Agreement.

Purpose(s) of the data transfer and further processing.

- Docebo will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the DPA, and as further instructed by Customer in its use of the Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.

- Unless otherwise agreed in writing, the period for which the Personal Data will be retained until thirty (30) days following the termination or expiration of the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.

- The subject matter and nature of the processing by Sub-processors are specified in Annex D of the DPA. The duration of the processing carried out by Sub-processors will be until thirty (30) days following the termination or expiration of the Agreement unless otherwise agreed.