



**Salesforce's UK Processor Binding Corporate Rules**  
**for the**  
**Processing of Personal Data**

# Salesforce UK Processor BCR

## Table of Contents

1. Introduction	4
2. Definitions	4
3. Scope and Application	5
4. Responsibilities Towards Customers	7
A. General Obligations	7
B. Transparency, Fairness, Lawfulness and Cooperation with Customers	7
C. Data Subject Rights	7
i. Data Subject Requests	7
ii. Handling of Complaints	8
D. Regulatory Inquiries and Complaints	9
E. Data Protection Impact Assessments	9
F. Records of Processing Activities	9
5. Description of Processing Operations and Transfers	9
A. Purpose Limitation	9
B. Nature of Personal Data Processed	10
C. Affected Data Subjects	11
D. Countries of location of the Salesforce Group Affiliate Sub-processors	11
E. Data Quality	11
F. Sub-processing	11
i. Sub-processing Within the Salesforce Group	11
ii. Sub-processing by Third Parties	11
iii. Notification of New Sub-processors and Objection Rights	12
6. Confidentiality and Security Measures	12
A. Confidentiality and Training	12
B. Data Security	12
C. Personal Data Incident Management and Notification	13
D. Audits	13

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## Salesforce UK Processor BCR

i. Third-Party Audits and Certifications	13
ii. Network of Privacy Personnel	14
iv. Customer Audits	14
7. Third-Party Beneficiary Rights	15
A. Rights directly enforceable against the Salesforce Group	15
B. Rights enforceable against the Salesforce Group where the Data Subject is not able to bring a claim against the Customer	16
C. Modalities	16
8. Liability and Enforcement	17
9. Cooperation with the UK Information Commissioner	18
10. Local Law Requirements	18
11. Data Protection Officer	19
12. Salesforce UK Processor BCR and Applicable Law	19
Appendix A – Services to which the Salesforce UK Processor BCR applies	20

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# Salesforce UK Processor BCR

## 1. Introduction

Salesforce, Inc. and its affiliates are committed to achieving and maintaining customer trust. Integral to this mission is providing a robust security and privacy program that carefully considers data protection matters.

In accordance with UK Data Protection Laws and Regulations, the Salesforce UK Processor BCR is intended to provide an adequate level of protection for Personal Data during international transfers within the Salesforce Group made on behalf of Customers and under their instructions (all capitalised terms as defined below).<sup>1</sup>

In case of a conflict between any information expressly set out in the Salesforce UK Processor BCR (and/or the terms of the Intra-Group Agreement relating to the Salesforce UK Processor BCR) and any other information referenced or otherwise incorporated into the Salesforce UK Processor BCR (and/or the Intra-Group Agreement) by reference, the former shall prevail.

## 2. Definitions

- **Controller** means the entity which determines the purposes and the means of the processing of Personal Data.
- **Customer(s)** means the ultimate Controller for which Salesforce is processing Personal Data under a contract to provide the Services.
- **Data Subject** means the identified or identifiable person to whom Personal Data relates.
- **Personal Data** means any information relating to an identified or identifiable natural person.
- **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, 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.
- **Salesforce Group** means Salesforce, Inc. and each affiliate which is a signatory to the Intra-Group Agreement relating to the Salesforce UK Processor BCR, as listed in the document titled “Salesforce Group Affiliates for UK Binding Corporate Rules for Processors”, available [here](#).

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<sup>1</sup> For clarity, the party that Salesforce contracts with (its customer) may be a Controller or a Processor of Personal Data. Where a Salesforce customer is a Processor of Personal Data, the Salesforce Group shall process Personal Data as Sub-processors on behalf of the ultimate Controller. Instructions from the Controller regarding the processing of Personal Data shall be given through the Salesforce customer acting as Processor. Salesforce’s customer shall be responsible for ensuring that Processing instructions as set out in its contract with the Salesforce Group have been authorized by the ultimate Controller. The Salesforce customer shall also be solely responsible for forwarding any notifications received from Salesforce Group under the contract and the Salesforce UK Processor BCR to the ultimate Controller where appropriate.

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## Salesforce UK Processor BCR

- **Salesforce UK Processor BCR** means Salesforce's UK Processor Binding Corporate Rules for the Processing of Personal Data, the most current version of which is available on Salesforce Group's website, currently located [here](#).
- **Services** means the online services provided to Customer by the Salesforce Group, as listed in **Appendix A**.
- **Sub-processor** means any Processor engaged by a member of the Salesforce Group.
- **Supervisory Authority** means the UK Information Commissioner.
- **UK** means the United Kingdom.
- **UK Data Protection Laws and Regulations** means the United Kingdom's Data Protection Act 2018, the UK GDPR and regulations made thereunder as amended from time to time.
- **UK GDPR** means 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 (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and 2020 and its successor laws.

### 3. Scope and Application

The purpose of the Salesforce UK Processor BCR is to provide a binding governance framework for international transfers from the UK of Personal Data to and between members of the Salesforce Group when members of the Salesforce Group act as Processors and/or Sub-processors on behalf and under the documented instructions of Customers.

The Salesforce UK Processor BCR applies to Personal Data submitted to the Services by:

- Customers established in the United Kingdom whose processing activities for the relevant data are governed by UK Data Protection Laws and Regulations; or
- Customers established outside the UK for which the customer has contractually specified that the UK Data Protection Laws and Regulations shall apply because the Customer is subject to UK Data Protection Laws and Regulations by virtue of Article 3(2) UK GDPR and Customer has instructed that the Salesforce UK Processor BCR shall apply.

For the avoidance of doubt, this means that Customers determine whether the Salesforce UK Processor BCR applies to all Personal Data that are submitted to the Services that are subject to UK Data Protection Laws and Regulations; or all processing of Personal Data submitted to the Services and processed by the Salesforce Group irrespective of the origin of the data.

The UK Information Commissioner shall at all times be the competent supervisory authority for the oversight of (i) the functioning of the Salesforce UK Processor BCR, and (ii) its compliance by the relevant members of the Salesforce Group.

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## Salesforce UK Processor BCR

The Salesforce Group may update the Salesforce UK Processor BCR with approval from the Salesforce Group's Data Protection Officer, general counsel and compliance officer. The Salesforce Group's Data Protection Officer will maintain a change log which sets out the date of revisions to the Salesforce UK Processor BCR and the details of any changes made and will provide the necessary information (as further specified below) systematically to the Customer and upon request, to the UK Information Commissioner. All changes to the Salesforce UK Processor BCR shall be communicated to members of the Salesforce Group and the UK Information Commissioner without undue delay as further specified below.

The Salesforce Group's Data Protection Officer shall be responsible for: (i) keeping a fully updated list of the members of the Salesforce Group and third-party Sub-processors which shall be made available to the UK Information Commissioner, Customer and Data Subjects upon request from each member of the Salesforce Group; and (ii) making appropriate notifications to Customers and the UK Information Commissioner. The Salesforce Group shall not transfer Personal Data to a new member of the Salesforce Group until such member is appropriately bound by and complies with the Salesforce UK Processor BCR.

The Salesforce Group shall make the most current version of the Salesforce UK Processor BCR, including the members of the Salesforce Group, available [here](#).

Administrative changes to the Salesforce UK Processor BCR and/or the list of members of the Salesforce Group will be reported to members of the Salesforce Group on a regular basis and annually to the UK Information Commissioner accompanied by a brief explanation of the changes.

More significant changes to the Salesforce UK Processor BCR such as those that potentially affect data protection compliance, are potentially detrimental to the Data Subject rights, potentially affect the level of protection offered by the Salesforce UK Processor BCR or affect the binding nature of the Salesforce UK Processor BCR will be reported to the UK Information Commissioner without undue delay accompanied by a brief explanation of the changes, all members of the Salesforce Group, and where relevant, Customer.

When the changes to the Salesforce UK Processor BCR affect the processing conditions, the Salesforce Group shall inform the Customer in such a timely fashion that Customer has the possibility to object to the change or to terminate the contract before the modification is made.

The categories of Personal Data, the types of processing and its purposes, the types of Data Subjects affected and the identification of the recipients in the third countries are set out in Section 5 below.

If the Customer chooses to apply the Salesforce UK Processor BCR, it shall be their responsibility to ensure it is applied to:

- All Personal Data processed for Processor activities and that are submitted to UK law; or
- All processing of Personal Data for Processor activities within the Salesforce Group whatever the origin of the data.

## 4. Responsibilities Towards Customers

### A. General Obligations

The Salesforce Group and its employees (including permanent employees, temporary workers, interns and contingent workers (including agency workers or individuals who provide a service through a personal service company) involved in processing Personal Data; referred to collectively throughout the Salesforce

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## **Salesforce UK Processor BCR**

UK Processor BCR as "**personnel**") shall comply with the Salesforce UK Processor BCR, process Personal Data only upon a Customer's documented instruction and shall have a duty to respect Customer's instructions regarding the data processing and the security and confidentiality of Personal Data, pursuant to the measures provided in the contracts executed with Customers.

All personnel are contractually required to adhere to the Salesforce UK Processor BCR and they may be subject to disciplinary procedures in the event that they are in breach of the Salesforce UK Processor BCR.

The Salesforce Group shall immediately inform the Customer if in its opinion an instruction infringes UK Data Protection Laws and Regulations.

### **B. Transparency, Fairness, Lawfulness and Cooperation with Customers**

The Salesforce Group undertakes to be transparent regarding its Personal Data processing activities and to provide Customers with reasonable cooperation and assistance within a reasonable period of time to help facilitate their respective data protection obligations regarding Personal Data, to the extent Customer, in its use of the Services, does not have the reasonable ability to address such obligations.

The Salesforce Group shall also assist the Customer in implementing appropriate technical and organisational measures to comply with data protection principles and facilitate compliance with the requirements set up by the Salesforce UK Processor BCR in practice such as data protection by design and by default (as per Articles 25 and 47.2(d) UK GDPR).

The Salesforce Group shall extend these obligations to Sub-processors for the benefit of Customers.

### **C. Data Subject Rights**

Members of the Salesforce Group act as Processors on behalf of Customers. As between the Salesforce Group and Customers, Customers have the primary responsibility for interacting with Data Subjects, and the role of the Salesforce Group is generally limited to assisting Customers as needed.

#### **i. Data Subject Requests**

The Salesforce Group shall promptly notify Customer if the Salesforce Group receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of processing, erasure ("right to be forgotten"), data portability, object to the processing, or its right not to be subject to an automated individual decision making, including profiling ("Data Subject Request"). In particular, the Salesforce Group shall not respond to such a Data Subject Request itself, except where Customer authorises the Salesforce Group to respond to the Data Subject to enable the Data Subject Request to be redirected to the Customer to respond directly.

Taking into account the nature of the processing, the Salesforce Group 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 UK Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, the Salesforce Group shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent the response to such Data Subject Request is required under UK Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from the Salesforce Group's provision of such assistance.

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## **Salesforce UK Processor BCR**

### **ii. Handling of Complaints**

The Salesforce Group's Privacy department shall be responsible for handling complaints related to compliance with the Salesforce UK Processor BCR.

Data Subjects may lodge a complaint about processing of their respective Personal Data that is incompatible with the Salesforce UK Processor BCR by contacting the relevant Customer or the Salesforce Group's Privacy department in writing at the email address [privacy@salesforce.com](mailto:privacy@salesforce.com). The Salesforce Group shall without undue delay communicate the complaint to the Customer to whom the Personal Data relates without obligation to handle it (except if it has been agreed otherwise with Customer).

The Salesforce Group's process for liaising with Customer for the resolution of complaints is set out in its contract with the Customer ('Rights of Data Subjects'). In particular, the Salesforce Group shall not respond to such a complaint itself, except where Customer authorises the Salesforce Group to redirect the complaint as necessary to Customer to allow Customer to respond directly.

Taking into account the nature of the Processing, the Salesforce Group 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 complaint under UK Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject complaint, the Salesforce Group shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject complaint, to the extent the Salesforce Group is legally permitted to do so and the response to such Data Subject complaint is required under UK Data Protection Laws and Regulations.

Customers shall be responsible for responding to all Data Subject complaints forwarded by the Salesforce Group except in cases where a Customer has disappeared factually or has ceased to exist in law or become insolvent. Where the Salesforce Group is aware of such a case, it will aim to provide an initial acknowledgment of the Data Subject of the complaint received and undertakes to respond directly to Data Subjects' complaints within one (1) month, including the consequences of the complaint and further actions Data Subjects may take if they are unsatisfied by the reply (such as lodging a complaint before the UK Information Commissioner or bring a claim before a UK court). Taking into account the complexity and number of requests, this period of one (1) month can be extended by two (2) further months in which case the Salesforce Group will inform the Data Subjects accordingly.

If a complaint is upheld by the Salesforce Group, the Salesforce Group's Privacy department will inform the Data Subject of that fact, and will implement a remediation plan to ensure that the behaviour which gave rise to the complaint ceases. If the complaint is rejected, reasons for the rejection will be provided to the Data Subject, in addition to details of their rights as set out under Section 7.C (Modalities), below.

Data Subjects may bring a claim before a UK court or complain to the UK Information Commissioner without first exhausting the Salesforce Group's complaints process.

### **D. Regulatory Inquiries and Complaints**

The Salesforce Group shall, to the extent legally permitted, promptly notify a Customer if the Salesforce Group receives an inquiry or complaint from the UK Information Commissioner in which that Customer is specifically named. Upon a Customer's request, the Salesforce Group shall provide the Customer with cooperation and assistance in a reasonable period of time and to the extent reasonably possible in relation to any regulatory inquiry or complaint involving the Salesforce Group's processing of Personal Data.

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## **Salesforce UK Processor BCR**

### **E. Data Protection Impact Assessments**

Upon Customer's request, the Salesforce Group shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under UK Data Protection Laws and Regulations to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to the Salesforce Group. The Salesforce Group shall provide reasonable assistance to Customer in the cooperation or prior consultation with the UK Information Commissioner in the performance of its tasks relating to this Section 4 E. of the Salesforce UK Processor BCR to the extent required under UK Data Protection Laws and Regulations.

### **F. Records of Processing Activities**

As required by UK Data Protection Laws and Regulations, the Salesforce Group shall maintain a written record of all categories of processing activities carried out on behalf of each Customer in line with the requirements as set out in Article 30.2 UK GDPR and shall make that record available to the UK Information Commissioner upon request. The data processing records maintained by the Salesforce Group shall contain:

- the name and contact details of the member of the Salesforce Group;
- the name and contact details of each Customer on behalf of which it is acting (and, where applicable, the Customer's representative and the data protection officer);
- the categories of processing carried out on behalf of each Customer;
- details of the third country or countries to which Personal Data is transferred; and
- where possible, a general description of the technical and organisational security measures used to protect Personal Data.

## **5. Description of Processing Operations and Transfers**

### **A. Purpose Limitation**

The Salesforce Group shall only process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) processing in accordance with a Customer's instructions set forth in the Customer's contract with a member of the Salesforce Group including with regard to transfers of personal data to a third country (unless the Salesforce Group is legally required to do so by UK Data Protection Laws and Regulations, in which case prior information will be provided by the Salesforce Group to Customer unless such information is legally prohibited) in accordance with Article 28.3(a) UK GDPR; and (ii) processing initiated by the Customer in its use of the Services. If the Salesforce Group cannot comply with such purpose limitation, a member of the Salesforce Group shall promptly notify the relevant Customer, and such Customer shall be entitled to suspend the transfer of Personal Data and/or terminate the applicable order form(s) in respect to only those Services which cannot be provided by the Salesforce Group in accordance with such Customer's instructions. On the termination of the provision of such Services, the Salesforce Group and third-party Sub-processors shall, at the choice of the Customer, return the Personal Data to the Customer and/or delete the Personal Data as set forth in the applicable customer contract and upon request from Customer, the Salesforce Group shall certify that it has done so. The only exception to this is if the law applicable to the Salesforce Group and its third-party Sub-processors requires the Salesforce Group and its third-party Sub-processors to retain the data that has been transferred in which case the Salesforce Group will inform the Customer and warrant that it will guarantee the confidentiality of the Personal Data transferred and will not actively process the Personal Data transferred anymore.

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## Salesforce UK Processor BCR

### **B. Nature of Personal Data Processed**

The Salesforce UK Processor BCR will apply to Personal Data submitted by Customers to the Services. The Salesforce Group's Customers determine what Personal Data, if any, is submitted to the Services under the conditions set out in the contract. The types of Processing subject to the Salesforce UK Processor BCR will be as agreed and in accordance with instructions from Customers.

The following types of Personal Data are expected to be submitted to the Services by Customers.

- First and last name
- Title
- Position (e.g. job title, job code, etc.)
- Employer (e.g. current employer, former employer, etc.)
- Contact information (company, email, phone, physical business address)
- ID data (e.g. copies of passport or other ID document, etc.)
- Professional life data (e.g. education, professional experience, salary information, etc.)
- Personal life data (e.g. marital status, dependants, etc.)
- Location data

These types of Personal Data are expected to relate to the following categories of Data Subjects as determined by Customers:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Current and former employees or contact persons of Customer's prospects, customers, business partners and vendors
- Current and former employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users authorized by Customer to use the Services (i.e. the end user of the Services).

Customers are allowed to submit special categories of Personal Data to some Services under the conditions set out in the contract. In particular, Customers may submit special categories of data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

### **C. Affected Data Subjects**

The Salesforce Group does not choose or determine the categories of Data Subjects that relate to the Personal Data submitted to the Services. The Salesforce Group's Customers solely determine the Data Subjects whose Personal Data is submitted to the Services.

### **D. Countries of location of the Salesforce Group Affiliate Sub-processors**

The countries where the Salesforce affiliate Sub-processors of Personal Data are located are listed in the Infrastructure and Sub-processor documentation for each Service covered by the Salesforce UK Processor BCR, available [here](#).

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## **Salesforce UK Processor BCR**

### **E. Data Quality**

Customers have access to, and control of, Personal Data in their use of the Services. To the extent a Customer, in its use of the Services, does not have the ability to anonymize, correct, amend, update or delete Personal Data, as required by UK Data Protection Laws and Regulations, the Salesforce Group and/or its Sub-processors shall comply with any request by a Customer in a reasonable period of time and to the extent reasonably possible to facilitate such actions by executing any measures necessary to comply with UK Data Protection Laws and Regulations, in a reasonable period of time and to the extent reasonably possible to the extent the Salesforce Group and/or its Sub-processor is legally permitted to do so. The Salesforce Group and/or its Sub-processor will, to the extent reasonably required for this purpose, inform each member of the Salesforce Group to whom the Personal Data may be stored of any anonymization, rectification, amendment, update or deletion of such data. If any such anonymization, correction, amendment, update or deletion request is applicable to a third-party Sub-processor's processing of Personal Data, the Salesforce Group and/or its Sub-processors shall communicate such request to the applicable third-party Sub-processor(s).

### **F. Sub-processing**

#### **i. Sub-processing Within the Salesforce Group**

As set forth in applicable contracts with Customers, members of the Salesforce Group may act as or be retained as Sub-processors of Personal Data, and depending on the location of the Salesforce Group member, processing of Personal Data by such Sub-processors may involve transfers of Personal Data. The Salesforce UK Processor BCR extends to all members of the Salesforce Group. The Salesforce UK Processor BCR is incorporated by reference into the Salesforce Group's Code of Conduct which is available [here](#).

#### **ii. Sub-processing by Third Parties**

As set forth in applicable contracts with Customers, members of the Salesforce Group may retain third-party Sub-processors, and depending on the location of the third-party Sub-processor, processing of Personal Data by such Sub-processors may involve transfers of Personal Data. Such third-party Sub-processors shall process Personal Data only: (i) in accordance with the Customer's instructions set forth in the Customer's contract with a member of the Salesforce Group; or (ii) if processing is initiated by the Customer in its use of the Services. The current list of third-party Sub-processors engaged in processing Personal Data, including a description of their processing activities, is available in the Infrastructure and Sub-processor documentation for each Service covered by the Salesforce UK Processor BCR, available [here](#). Such third-party Sub-processors have entered into written agreements with a member of the Salesforce Group in accordance with the applicable requirements of Articles 28, 29, 32, 45, 46 and 47 of the UK GDPR, as well as the relevant sections of the Salesforce UK Processor BCR as applicable to the third-party Sub-processor's processing activities.

#### **iii. Notification of New Sub-processors and Objection Rights**

As set forth in applicable contracts with Customers, the Salesforce Group shall provide Customers with prior notification before a new Sub-processor begins processing Personal Data. Within thirty (30) days of receiving such notice, a Customer may object to Salesforce Group's use of a new Sub-processor by notifying the Salesforce Group in accordance with the provisions set forth in the Customer's contract. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, the Salesforce Group will use 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

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## **Salesforce UK Processor BCR**

of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If the Salesforce Group is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable order form(s) with respect only to those Services which cannot be provided by the Salesforce Group without the use of the objected-to new Sub-processor by providing written notice to the Salesforce Group. The Salesforce Group 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.

### **6. Confidentiality and Security Measures**

#### **A. Confidentiality and Training**

The Salesforce Group shall ensure that its personnel engaged in the processing of Personal Data are informed of the confidential nature of the Personal Data, have executed written confidentiality agreements and have received appropriate training on their responsibilities. Additionally, the Salesforce Group shall ensure that its personnel responsible for the development of the tools used to process Personal Data have received appropriate training on their responsibilities. Such training shall include training on the Salesforce UK Processor BCR. The Salesforce Group shall also ensure that its personnel engaged in the processing of Personal Data are limited to those personnel who require such access to perform the Salesforce Group's obligations under applicable contracts with Customers.

#### **B. Data Security**

The Salesforce Group and its Sub-processors shall maintain appropriate administrative, technical and physical measures for protection of the security (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in applicable contracts with Customers. The Salesforce Group and its Sub-processors shall implement technical and organizational measures which at least meet the requirements of UK Data Protection Laws and Regulations, and any existing particular measure specified in the contract with the Customer. The Salesforce Group and its Sub-processors regularly monitor compliance with these measures. The Salesforce Group and its Sub-processors will not materially decrease the overall security of the Services during a Customer's applicable subscription term.

#### **C. Personal Data Incident Management and Notification**

In the event a member of the Salesforce Group becomes aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, transmitted, stored or otherwise processed by the Salesforce Group or its Sub-processors (a "Personal Data Incident") the Salesforce Group will without undue delay after becoming aware notify affected Customers. The Salesforce Group shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as the Salesforce Group deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within the Salesforce Group's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

#### **D. Audits**

The Salesforce Group shall maintain an audit program to help ensure compliance with the Salesforce UK Processor BCR, including the following third-party audits and certifications, internal audits focused on

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## Salesforce UK Processor BCR

the Salesforce UK Processor BCR and audits by Customers (referred to collectively in the Salesforce UK Processor BCR as the "audit program"). The audit program covers all aspects of the Salesforce UK Processor BCR, including methods for ensuring non-compliance is addressed.

### **i. Third-Party Audits and Certifications**

The Security, Privacy and Architecture Documentation, available [here](#) describes the third-party audits and certifications applicable to each Service. The third-party audits and certifications are programs that are overseen by a party external to the Salesforce Group. The scope of these third-party audits and certifications is set forth in the corresponding audit reports and certificates which the Salesforce Group shall make available to its Customers upon request. Where the Salesforce Group has obtained the following third-party audits and certifications, the Salesforce Group agrees to maintain these, or their successors. These audits assist the Salesforce Group in demonstrating that it is meeting its security obligations as set out in Section 6.B of the Salesforce UK Processor BCR and Article 32 of the UK GDPR.

- **ISO 27001 certification:** The Salesforce Group is subject to an information security management system (ISMS) in accordance with the ISO 27001 international standard. Members of the Salesforce Group have achieved ISO 27001 certification for their ISMS from an independent third party.
- **SSAE 18 Service Organization Control (SOC) reports:** The Salesforce Group's information security control environment applicable to the Services undergoes an independent evaluation in the form of SSAE 18 Service Organization Control (SOC) reports, which are available to Customers upon request.

### **ii. Network of Privacy Personnel**

The Salesforce Group has appointed a network of privacy personnel responsible for overseeing and ensuring compliance with the Salesforce Group's data protection responsibilities at a local and global level, including compliance with this Salesforce UK Processor BCR, advising management on data protection matters, liaising with data protection authorities, and handling data protection-related complaints. Each member of the Salesforce Group shall be assigned such a member of the network of privacy personnel. Such privacy personnel are primarily responsible for privacy-related matters and report to the Salesforce Group's Data Protection Officer (who reports to the Salesforce Group's general counsel) and benefit from the support of the Salesforce Group's senior management. The Salesforce Group's Data Protection Officer is responsible for the Salesforce Group's compliance with applicable privacy and data protection laws and leads the Salesforce Group's network of privacy personnel. The Salesforce Group's network of privacy personnel have regional responsibility for the Salesforce Group's compliance with applicable privacy and data protection laws.

### **iii. Salesforce UK Processor BCR Internal Audit**

The Salesforce Group's compliance department shall conduct an audit of the Salesforce Group's compliance with the Salesforce UK Processor BCR annually or on the specific request of the Salesforce Group's Data Protection Officer, which is provided to the Salesforce Group's Data Protection Officer, compliance officer and Salesforce, Inc.'s board of directors. Such an assessment shall include any necessary corrective actions, timeframes for completing such corrective actions, and follow up by Salesforce's compliance department to ensure such corrective actions have been completed.

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## **Salesforce UK Processor BCR**

The UK Information Commissioner may upon request have access to the reports of the audit program and may carry out a data protection audit of any member of the Salesforce Group.

### **iv. Customer Audits**

Upon a Customer's written request, and subject to appropriate confidentiality obligations, the Salesforce Group shall make available to the Customer (or such Customer's independent, third-party auditor that is not a competitor of the Salesforce Group) information regarding the Salesforce Group's and third-party Sub-processors' compliance with the data protection controls set forth in this Salesforce UK Processor BCR.

With respect to the Salesforce Group's compliance with the data protection controls set forth in the Salesforce UK Processor BCR, the Salesforce Group shall make available third-party certifications and audits set forth in the contract to the extent Salesforce makes them generally available to its customers.

With respect to third-party Sub-processors' compliance with the data protection controls set forth in the Salesforce UK Processor BCR, the Salesforce Group shall provide the requesting Customer a report of the Salesforce Group's audits of third-party Sub-processors and/or a report of third party auditors' audits of third-party Sub-processors that will have been provided by those third-party Sub-processors to the Salesforce Group.

Customer acknowledges and agrees to exercise its audit right by hereby instructing the Salesforce Group and the Salesforce Group's third party Sub-processors to carry out the audit as described in this Section 6.D (iv).

Customer has the right to change at any moment its instruction regarding the exercise of its audit right by sending the relevant member of the Salesforce Group a notice in writing.

If Customer changes its instruction and thereby requests to exercise its audit right directly, Customer shall reimburse the Salesforce Group for any time expended by the Salesforce Group or its third-party Sub-processors for any on-site audit carried out by the Customer at the Salesforce Group's then-current professional service rates, which shall be made available to Customer upon Customer's request. Before any such on-site audit commences, the requesting Customer and the Salesforce Group or its third party Sub-processors as appropriate shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which the Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by the Salesforce Group or its third-party Sub-processors.

As set forth in applicable contracts with Customers, a Customer who performs an audit in accordance with this Section must promptly provide the Salesforce Group with information regarding any non-compliance discovered during the course of an audit.

Nothing in this Section affects the UK Information Commissioner's or Data Subject's rights under the Salesforce UK Processor BCR.

## **7. Third-Party Beneficiary Rights**

The Salesforce UK Processor BCR grants rights to Data Subjects in certain circumstances to directly enforce the Salesforce UK Processor BCR as third-party beneficiaries against the Salesforce Group. This

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## **Salesforce UK Processor BCR**

includes where a Salesforce Group member outside the UK or an external Sub-processor breaches any of the enforceable elements of the Salesforce UK Processor BCR, as further described below. The Data Subjects that are granted third-party beneficiary rights are those Data Subjects whose Personal Data has been submitted to the Services by Customers for processing by the Salesforce Group on their behalf.

### **A. Rights directly enforceable against the Salesforce Group**

Data Subjects may directly enforce the following elements of the Salesforce UK Processor BCR against the Salesforce Group as third party beneficiaries:

- a. Duty to respect the instructions from the Customer regarding the Data Processing including for data transfers to third countries located outside the United Kingdom (Section 4);
- b. Duty to implement appropriate technical and organizational security measures and duty to notify any security breach to the Customer (Section 6);
- c. Duty to respect the conditions when engaging a Sub-processor either within or outside the Salesforce Group (Section 5);
- d. Duty to cooperate with and assist the Customer in complying and demonstrating compliance with UK Data Protection Laws and Regulations such as for answering requests from Data Subjects in relation to their rights under UK Data Protection Laws and Regulations (Section 4);
- e. Provide an easy access to the Salesforce UK Processor BCR (Section 3);
- f. Right to complain through internal complaint mechanisms (Section 4);
- g. Duty to cooperate with the UK Information Commissioner (Section 9);
- h. Liability, compensation and jurisdiction provisions (Section 8); and
- i. National legislation preventing respect of the Salesforce UK Processor BCR (Section 10).

### **B. Rights enforceable against the Salesforce Group where the Data Subject is not able to bring a claim against the Customer**

Data Subjects may directly enforce against the Salesforce Group the following elements of the Salesforce UK Processor BCR as third-party beneficiaries in those limited situations where a Data Subject is unable to bring a claim against the relevant Customer because such Customer has factually disappeared or ceased to exist in law or become insolvent unless a successor entity has been appointed to assume the legal obligations of the Customer by contract or by operation of law:

- Duty to respect the Salesforce UK Processor BCR (Section 4);
  - Creation of third party beneficiary rights for Data Subjects (Section 7);
  - Liability of Salesforce UK Limited for paying compensation and to remedy breaches to the Salesforce UK Processor BCR (Section 8);
  - Burden of proof on Salesforce UK Limited to demonstrate that the member of the Salesforce Group outside of the UK or the external Sub-processor is not liable for any violation of the rules which has resulted in the Data Subject claiming damages (Section 8);
  - Easy access for the Data Subjects to access the Salesforce UK Processor BCR and in particular information about their third party beneficiary rights and on the means to exercise those rights (Section 3 and Section 7);
  - Existence of a complaint handling process for the Salesforce UK Processor BCR (Section 4);
  - Duty for the Salesforce Group to cooperate with the UK Information Commissioner (Section 9);
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## Salesforce UK Processor BCR

- Duty for the Salesforce Group to cooperate with the Customer (Section 4);
- Description of the privacy principles (Sections 4, 5 and 6);
- List of entities bound by the Salesforce UK Processor BCR (Section 2); and
- Transparency requirement where national legislation prevents the Salesforce Group from complying with the Salesforce UK Processor BCR (Section 10).

### C. Modalities

The Data Subjects' rights as mentioned under sections A and B above shall cover the judicial remedies for any breach of the third party beneficiary rights guaranteed and the right to obtain redress and where appropriate, receive compensation for any material or non-material damage resulting from a violation of the Salesforce UK Processor BCR.

In particular, Data Subjects shall be entitled to lodge a complaint before:

- the UK Information Commissioner; and
- the competent UK court.

Where the Salesforce Group and the Customer involved in the same processing are found responsible for any material or non-material damage caused by such processing, the Data Subject shall be entitled to receive compensation for the entire damage directly from the Salesforce Group.

Salesforce will ensure that Data Subjects have easy access to the Salesforce UK Processor BCR by making it available to Data Subjects [here](#).

### 8. Liability and Enforcement

Salesforce's contractual obligations for the processing of Personal Data shall include a reference to the Salesforce UK Processor BCR and the Salesforce UK Processor BCR shall form part of those contracts to ensure they are binding towards the Customer. These contracts shall comply with Article 28 of the UK GDPR.

In accordance with such contracts, Customers shall have the right to enforce the Salesforce UK Processor BCR against any member of the Salesforce Group, for breaches they caused including judicial remedies and the right to receive compensation for any material or non-material damages resulting from a violation of the Salesforce UK Processor BCR.

Moreover, Customers shall have the right to enforce the Salesforce UK Processor BCR against Salesforce UK Limited in case of: (i) a breach of the Salesforce UK Processor BCR or of the contract by members of the Salesforce Group established outside of the UK; or (ii) a breach by external Sub-processors established outside the UK of their sub-processing agreement with the Salesforce Group.

In respect of both Customer and Data Subjects, Salesforce UK Limited accepts responsibility for and agrees to take the necessary actions to remedy the acts of other members of the Salesforce Group established outside of the UK and third-party Sub-processors for breaches of the Salesforce UK Processor BCR or breaches caused by third-party Sub-processors established outside the UK and to pay compensation for any material or non-material damages resulting from a violation of the Salesforce UK Processor BCR.

Salesforce UK Limited accepts liability as if the violation had taken place by Salesforce UK Limited in the UK instead of the member of the Salesforce Group outside of the UK or the third party Sub-processor

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## **Salesforce UK Processor BCR**

established outside the UK and the UK courts or other competent authorities in the UK will have jurisdiction. Salesforce UK Limited may not rely on a breach of its obligations by a Sub-processor established outside the UK (internal or external to the Salesforce Group) in order to avoid its own liabilities.

Salesforce UK Limited has the burden of proof to demonstrate that the member of the Salesforce Group outside of the UK or the third party Sub-processor is not liable for any violation of the rules which has resulted in the Data Subject claiming damages or remedy.

To the extent a Customer can demonstrate that Customer has suffered damages and establishes facts showing that it is likely that such damages have occurred because of the Salesforce Group's breach of the Salesforce UK Processor BCR, Salesforce UK Limited shall be responsible for proving that the Salesforce Group member outside of the UK – or the third-party Sub-processor – was not responsible for the breach of the Salesforce UK Processor BCR giving rise to the damages or that no such breach took place.

If Salesforce UK Limited can prove that the Salesforce Group member outside of the UK is not responsible for the act leading to the damages suffered by Customer or the Data Subject, Salesforce UK Limited may discharge itself from any responsibility.

### **9. Cooperation with the UK Information Commissioner**

The Salesforce Group shall cooperate with the UK Information Commissioner, consider any communication or recommendation from the UK Information Commissioner, reply to any requests and abide by any formal decisions or notices issued by the UK Information Commissioner regarding the interpretation and application of the Salesforce UK Processor BCR.

Upon request, the Salesforce Group shall provide the UK Information Commissioner: (i) a copy of the Salesforce Group's annual assessment of compliance with the Salesforce UK Processor BCR and/or the reports of the audit program; and (ii) the ability to conduct an onsite audit of the Salesforce Group's architecture, systems and procedures relevant to the protection of Personal Data under the Salesforce UK Processor BCR.

### **10. Local Law Requirements**

Where a member of the Salesforce Group reasonably believes that legislation applicable to the member of the Salesforce Group prevents it from fulfilling its obligations under the Salesforce UK Processor BCR, the contract with the Customer or the instructions of a Customer, it shall promptly notify the Salesforce Group's Privacy department in addition to affected Customers and the UK Information Commissioner. In such a case, the Salesforce Group shall use reasonable efforts to make available to the affected Customers a change in the Services or recommend a commercially reasonable change to the Customers' configuration or use of the Services to facilitate compliance with the legislation applicable to the relevant member of the Salesforce Group without unreasonably burdening Customers or at the detriment of fulfilling Salesforce's obligations under the UK BCRs or its contract with the Customer. If the Salesforce Group is unable to make available such change promptly, Customers may terminate the applicable order form(s) and suspend the transfer of data in respect to only those Services which cannot be provided by the Salesforce Group in accordance with the legislation applicable to the relevant member of the Salesforce Group or at the detriment of fulfilling Salesforce's obligations under the Salesforce UK Processor BCR or its contract with the Customer by providing written notice to the member of the Salesforce Group with

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## **Salesforce UK Processor BCR**

whom the Customer has contracted. Such Customer shall receive a refund of any prepaid fees for the period following the effective date of termination for such terminated Services.

The Salesforce Group may receive requests for disclosure of Personal Data by law enforcement authorities or state security bodies. Any legally binding request will be communicated to the Customer unless otherwise legally prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). In any case, the member of the Salesforce Group that receives a request will put the request for disclosure on hold and inform the UK Information Commissioner clearly about the request, the requesting body and the legal basis for disclosure, unless otherwise legally prohibited.

To the extent the member of the Salesforce Group that receives a request is prohibited by law from providing such notification, the Salesforce Group shall: (i) review each request on a case-by-case basis; (ii) use best efforts to request that the confidentiality requirement be waived to enable the member of the Salesforce Group that receives the request to communicate as much information as it can, as soon as possible, to the UK Information Commissioner ; and (iii) maintain evidence of any such attempt to have a confidentiality requirement waived.

On an annual basis, the Salesforce Group shall provide the UK Information Commissioner with general information (e.g. number of applications for disclosure, type of data requested and requester if possible, etc.) about the legally binding requests for disclosure of Personal Data the Salesforce Group receives by law enforcement authorities or state security bodies.

Transfers of Personal Data by the Salesforce Group to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

### **11. Data Protection Officer**

The Salesforce Group has appointed a data protection officer in accordance with Article 37 of the UK GDPR for the Salesforce Group who can be reached at [privacy@salesforce.com](mailto:privacy@salesforce.com).

### **12. Salesforce UK Processor BCR and Applicable Law**

Where national law applicable to a member of the Salesforce Group requires a higher level of protection for Personal Data than what is set out in the Salesforce UK Processor BCR, then that national law applicable to the member of the Salesforce Group will take precedence over the Salesforce UK Processor BCR. Where there is no national law applicable to a member of the Salesforce Group or if the standards required by national law applicable to a member of the Salesforce Group are lesser than or do not meet the standards set out in the Salesforce UK Processor BCR, the Salesforce Group shall process Personal Data in accordance with the Salesforce UK Processor BCR.

In any event the Salesforce Group shall process Personal Data in accordance with the national law applicable to the Salesforce Group.

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## Salesforce UK Processor BCR

### Appendix A – Services to which the Salesforce UK Processor BCR applies

The Salesforce UK Processor BCR applies to the services branded as the following:

- Accounting Subledger
  - Admissions Connect
  - Advertising Studio (formerly branded as Social.com and Active Audiences)
  - Audience Studio and Data Studio (formerly branded as Krux or Salesforce DMP)
  - Automotive Cloud
  - B2B Commerce and B2B Commerce on Lightning Experience (formerly branded as CloudCraze)
  - B2C Commerce (formerly branded as Commerce Cloud or Demandware)
  - Chatter
  - Consumer Goods Cloud
  - Customer Data Cloud (aka Salesforce Data Cloud)
  - Customer Data Platform (formerly branded as CDP formerly branded as Customer 360 Audiences)
  - Customer 360 Data Manager
  - Datorama
  - Datorama Reports for Marketing Cloud
  - Digital Process Automation
  - Einstein Bots
  - Einstein Conversation Insights
  - Einstein Copy Insights
  - Einstein Discovery Classic (formerly branded as Einstein Discovery and BeyondCore)
  - Einstein Engagement Scoring
  - Einstein Prediction Builder
  - Einstein Relationship Insights
  - Einstein Vision and Language
  - Einstein Vision for Social Studio
  - Emergency Program Management
  - Employee Productivity
  - Enablement
  - Enhanced Messaging
  - Evergage (services branded or sold as Evergage, Data Science Workbench, and Data Warehouse)
  - ExactTarget
  - Experience Cloud (formerly branded as Community Cloud)
  - Financial Services Cloud
  - foundationConnect
  - Government Cloud Plus
  - Grants Management
  - Headless Browser Service
  - Health Cloud
  - Heroku
  - High Velocity Sales
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## Salesforce UK Processor BCR

- Intelligent Form Reader (IFR)
  - Interaction Studio
  - IoT Cloud
  - IoT Explorer
  - Lightning Platform (including Force.com)
  - LiveMessage
  - Loyalty Management
  - Manufacturing Cloud
  - Marketing Cloud Einstein (formerly branded as Predictive Intelligence)
  - Marketing Cloud for Nonprofits
  - Messaging
  - Messaging for In-App and Web
  - Microsoft Teams Integration
  - MuleSoft
  - Net Zero Cloud (formerly branded as Sustainability Cloud)
  - Nonprofit Cloud Case Management
  - Order Management
  - Pardot and Pardot Einstein
  - Privacy Center
  - Public Sector Solutions
  - Safety Cloud
  - Sales Cloud and Sales Cloud Einstein
  - Sales Enablement (formerly branded as myTrailhead)
  - Salesforce Anywhere (formerly branded as Quip)
  - Salesforce Commerce for B2C (formerly branded as B2B2C Commerce)
  - Salesforce Connect
  - Salesforce CPQ and Salesforce Billing (together formerly branded as Salesforce Quote to Cash)
  - Salesforce Inbox
  - Salesforce Maps (Map Anything)
  - Salesforce Order Management
  - Salesforce Private Connect
  - Salesforce Slack Integration Proxy
  - Salesforce.org Elevate
  - Salesforce.org Insights Platform: Data Integrity
  - Service Cloud and Service Cloud Einstein
  - Service Cloud Voice
  - Shift Management
  - Site.com
  - Slack
  - Social Studio
  - Student Success Hub (including the former Salesforce Advisor Link)
  - Subscription Management
  - Tableau CRM (formerly branded as Einstein Analytics, Analytics Cloud or Wave Analytics)
  - Tableau Online
  - Vlocity Managed Packages
  - WDC
  - Workplace Command Center
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## **Salesforce UK Processor BCR**

- Workforce Engagement Management (WEM)

