

# Data Privacy Addendum

(Updated: May 10, 2018.)

This DPA amends the Agreement between WP Engine and Customer and addresses the rights and obligations of the parties with respect to data privacy under Applicable Law. We may update this DPA from time to time in our sole discretion; the current version may be found at <https://wpengine.com/legal/dpa/>.

**1. Definitions.** Capitalized terms which are not defined herein shall have the meaning provided in the Agreement. In addition, the following defined terms apply solely with respect to this DPA.

- a. “Applicable Law” means any statute, regulation, executive order, and other rule or rules issued by a government office or agency that have binding legal force and are generally applicable to Personal Data or the provision of the Services with respect to Personal Data, including EU Regulation 2016/679 and the state and federal laws of the United States.
- b. “Data Subject” means an individual natural person that is identified or identifiable by means of Personal Data.
- c. “Personal Data” means any information about a natural person that is identified or identifiable to the natural person, either alone or in combination with other information, that WP Engine will Process or have access to as part of providing the Services, including any such information that is created by means of the Services. Personal Data includes “personal data” as that term is defined under Applicable Law.
- d. “Process,” when used with respect to Personal Data, means: (i) to record, store, organize, structure, analyze, query, modify, combine, encrypt, display, disclose, transmit, receive, render unusable, or destroy, by automated means or otherwise; (ii) to provide cloud or other remote technology hosting services for applications or services that do any of the foregoing; and (iii) any other use or activity that is defined or understood to be processing under Applicable Law.
- e. “Security Event” means any of the following: (i) unauthorized Processing or other use or disclosure of Personal Data; (ii) unauthorized access to or acquisition of Personal Data or the systems on which Personal Data is Processed; (iii) any significant corruption or loss of Personal Data that WP Engine is unable to repair within a minimal period of time; (iv) any event that has or is reasonably likely to significantly disrupt the Processing of the Personal Data as part of the Services; and (v) any material unsuccessful attempt to gain unauthorized access to, or to destroy or corrupt, the Personal Data, but not including any routine, unsuccessful events such as pings, port scans, blocked malware, failed log in attempts, or denial of service attacks.

**2. Confidential Information.** The Personal Data that WP Engine Processes for you as part of the Services is your Confidential Information covered by our confidentiality commitments stated in the Agreement. We make the additional commitments stated in this DPA as to the Personal Data.

**3. Use and Disclosure.** We will not use, disclose, or Process the Personal Data except as permitted by the Agreement or your other written instructions, or as strictly necessary for our internal administrative purposes related to the provision of our Services. We will make available to you a list of any sub-processors we use in compliance with Applicable Law. We will require any sub-processors to contractually agree to terms at least as protective of your Personal Data as those stated in this DPA and the Agreement.

**4. Compliance with Applicable Law.** Each party will comply with Applicable Law as it relates to such party’s performance under the Agreement

**5. Notice of Request from Data Subject.** We will promptly notify you if we receive a request from a Data Subject to disclose, provide a copy, modify, block, or take any other action with respect to Personal Data pertaining to the Data Subject, unless notice is prohibited by Applicable Law; and, except to the extent required by Applicable Law, we will not independently take any action in response to a request from a Data Subject without your prior written instruction. We will cooperate with your reasonable requests for access to Personal Data and other information and assistance as necessary to respond to a request or complaint by a Data Subject.

**6. In the event of an actual or suspected Security Event.** In the event of a discovered or suspected Security Event, WP Engine shall provide notice without undue delay to Customer’s technical and account contacts using those means established for routine account-related communications (or other such method of notice as agreed between us). Our notice shall include the following

information to the extent it is reasonably available to WP Engine at the time of the notice, and WP Engine shall update its notice as additional information becomes reasonably available: (i) the dates and times of the Security Event; (ii) the facts that underlie the discovery of the Security Event, or the decision to begin an investigation into a suspected Security Event, as applicable; (iii) a description of the Personal Data involved in the Security Event, either specifically, or by reference to the data set(s), and (iv) the measures planned or underway to remedy or mitigate the vulnerability giving rise to the Security Event. We will take those measures available, including measures reasonably requested by you, to address a vulnerability giving rise to a successful Security Event, both to mitigate the harm resulting from the Security Event and to prevent similar occurrences in the future. We will cooperate with your reasonable requests in connection with the investigation and analysis of the Security Event, including a request to use a third-party investigation and forensics service. WP Engine shall retain all information that could constitute evidence in a legal action arising from the Security Event and shall provide the information to you upon your request. Except to the extent required by law in the written and reasonable opinion of WP Engine's legal counsel, or as reasonably required by our investigation of the Security Event or our other contractual obligations, we will not disclose to any third party the existence of a Security Event or suspected Security Event or any related investigation without Customer's prior written consent.

**7. Your representations with regard to Personal Data you disclose to us.** With regard to the Personal Data of others that you may provide to us, you hereby represent and warrant: (i) the Personal Data has been collected in accordance with Applicable Law; (ii) the transfer to us for the purpose of providing the Services is authorized under Applicable Law; (iii) you will comply with Applicable Law as to requests from Data Subjects in connection with the Personal Data; (iv) you shall disclose to us only that Personal Data that is necessary for our provision of the Services; and (v) you shall not ask us to take any action with respect to the Personal Data that you are not permitted to take directly.

**8. Records.** We will keep reasonable records to evidence our compliance with our obligations under this DPA and shall preserve such records for at least two (2) years from the date of the events reflected therein.