## MySF Data Processing Agreement for Contractors

WHEREAS, SuccessFactors Inc. is a provider of business execution (BizX) applications, delivered through the cloud, that enables organizations to optimize business alignment and the performance of their people to drive business results;

WHEREAS, certain SuccessFactors affiliates utilize these business execution (BizX) applications (“MySF”) for the collection and processing of personal data of their own respective employees;

WHEREAS, Contractor has a bona fide need to access MySF upon SuccessFactors’ instructions for SuccessFactors’ but not for Contractor’s own business or other purposes;

WHEREAS, all Contactor agrees to afford an adequate level of data protection to the use of MySF pertaining to all personal data accessible therein by signing this Agreement;

NOW THEREFORE, in consideration of the other party's disclosure of such personal or personally identifiable data in consideration for the covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged each party agrees as follows:

1. The Standard Contractual Clauses “SET II” for the transfer of personal data to third countries under Directive 95/46/EC contained in the Annex to the Commission Decision of 27 December 2004 are incorporated into the Agreement by reference.
2. Exhibit 1 further describes the relevant data protection provisions applicable to Contractor.
3. More stringent laws may apply directly to SuccessFactors and its affiliates, as the case may be, under its local applicable data privacy laws and regulations (“Applicable Laws”). This Agreement is not meant to reduce the level of protections applicable to each data subject. In the event of and to the extent of any conflict between the terms and conditions of this Agreement and the Applicable Laws, the provision(s) of the Applicable Laws shall govern to the fullest extent concerned.
4. This Data Processing Agreement may be executed in counterparts all of which taken together shall constitute a single instrument and shall become effective as of the last date of signature below (“Effective Date”).

**SuccessFactors Inc. Contractor:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Title

Date

**Exhibit 1:**

### DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described herein or subsequently authorised by the data subject.
2. Security and confidentiality: Technical and organisational security measures must be taken by the Contractor that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from SuccessFactors.

### DESCRIPTION OF THE TRANSFER

**The following descriptions may change during the term of this Agreement in accordance with the data processing principles set forth in Annex A above.**

**General MySF Purposes (Contractors may be assigned to selected processing within the scope of these purposes):**

* To administer, develop, promote, otherwise supervise each employee to conduct its job duties;
* To retain qualified and performing personnel and take actions as needed to promote personnel or correct any underperformance;
* To contact colleagues or other Users worldwide to perform work duties;
* To conduct and document objective Employee Performance Reviews and associated compensation changes and ensure dialogue between Employee and Manager;
* To ensure constant alignment between employee goals and SFSF strategy and corporate goals.
* To have a global system of record;
* To manage employee information;
* To report on and the analysis of employee information;
* To eliminate duplicate data entry between integrated tools;
* To act as an interface to other finance and payroll tools.
* To advertise and recruit employees for openings
* To provide career development and planning functionality for employee growth
* To provide employees and managers with a platform for taking and tracking learning
* To aid in the identification of future leadership talent and associated succession plans

**Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

* Data subjects can be Users of the Hosted Service, such as Employees, and Contractors (with legitimate needs)

**Categories of data and purpose of their use**

The personal data transferred concern the following categories of data (please specify) and can be subject to non-minor revisions/renaming conventions during the term of the Agreement:

|  |  |  |
| --- | --- | --- |
| MySF Module | Data Categories | Permitted Use |
| Master Data Set for all modules | * Log-in information (incl. password) required to authenticate Users.
* Role/Permissions per module
 | Allow only authorized Users to access data and only on an as needed basis to perform their duties to SFSF. |
| Employee Profile, to the extent visible to Contractor | Employee Section (some pre-populated and some - self-entered by employee\*)* First name / surname
* \*Nick Name
* Hire Date
* Title
* Department
* Location
* Manager
* Email
* \*Business Phone
* \*Cell Phone
* \*SF Extension
* \*Yahoo ID
* \*Skype ID
* Time Zone
* Country
* \*Tags/Linkedin/Facebook
* \*T-Shirt Size
* Employee Recognition Badges
* \*Work Exp at SF (title, area of responsibility/start/ date)
* \*Previous Employment (co name, type of business, title, area of responsibility, start/end date)
* \*Formal Education (school, major, degree, start/end, degree status)
* \*Certificates/Licenses (name, description, effective/exp date, id, state issued)
* \*Language Skills (language, speaking/reading/writing/translation proficiency)
* \*Leadership Experience (area of leadership, yrs exp, comments)
* \*Management Experience (greatest number of direct reports, total headcount managed, managed mgrs, largest budget managed)
* \*Geographic mobility (willing to relocate, region, specific locations, length of assignment, availability)
* \*Career Interests (role, function, comments)

Manager Section* Talent Review Info (risk/impact of loss, potential for leaving, mentor identified/name, 9-box placement
* Performance Review ratings
* Potential ratings
* Next Best Move (function, timeframe, title, comments)
* Retention Strategy

Org Chart information / Directory Search:* Subset of information above: basic contact information from all Users
* (Employee/Managers)
* Reporting lines
* Pictures
 | Employee Profile information to capture current and accurate electronic HR data as needed to administer, develop, promote, otherwise supervise each employee to conduct its job duties.Retain qualified and performing personnel and take actions as needed to correct any underperformance; promote personnel.Contact colleagues or other Users worldwide to perform work duties. Data must not be exported to any other file system and Users are not authorized to re-use information for any other purpose. |
| Jam | * Employee Profile Picture
* Employee personal info from Employee Profile (first/surname, nick name, email, title, phone numbers (business, cell, Yahoo IM, Skype IM)
* Personal Information (favorites – movie, book, tv show, pictures, etc.)
* Any posting (wall, shared documents, pictures, blogs etc.) by a User will be associated with its name and picture.
 | Employee/Contractor SFSF business related collaboration |
| Learning Management, if applicable to Contractor  | * Not Active \*
* User ID\* (network id)
* First Name\*
* Last Name\*
* Middle Initial
* Job Position ID
* Job Position Description
* Job Title\*
* Role\* (User role in LMS)
* Job Location ID\*
* Job Location Description\*
* Domain ID\*
* Domain Description\*
* Organization ID\*
* Organization Description\*
* Employee Type ID\*
* Employee Type Description\*
* Employee Status ID(Used to track leave)
* Employee Status Description
* Business Address
* City
* State\*
* Postal Code
* Country\*
* Region ID\*
* Email Address\*
* Hired Date\*
* Terminated Date\*
* Primary Supervisor\*
* Acquired From\* (Company acquired)
* People Manager\* (“Y” if manager)
* Partner Company\* (Only tracked for partner company learners)
* Time Zone\*
 | Learning Management  |

**Recipients**

* Users of MySF worldwide: SFSF then-current affiliates will have access to the publicly available information
* Contractors\* must first sign a NDA and corresponding contract in compliance with the SuccessFactors Internal Policy on Data Processing and can only view the data based on a bona fide need.
* Service Providers must first sign a NDA and corresponding contract in compliance with the SuccessFactors Internal Policy on Data Processing and can only view the data based on a bona fide need.
* Subprocessors must first sign a NDA and corresponding contract in compliance with the SuccessFactors Internal Policy on Data Processing (Exhibit 3) and can only view the data based on a bona fide need.

**\* Contractor shall mean:**

* **Agency-Sourced Temporary** - Person hired for a limited period of time to cover peak volume or staffing gap.  An agency sourced this person.
* **SF-Sourced Temporary** - Person hired a limited period of time to cover peak volume or staffing gap.  SuccessFactors sourced this person.
* **Independent Contractor** – Qualified person or small business hired to provide a specific service or project as defined by a SOW.  Required to pass compliance evaluation prior to hire.

**Sensitive data (Special categories of data, if appropriate) : shall not be accessible to Contractor. If pictures of employees are considered sensitive data (such as in the Netherlands) and express consent must be acquired by an employee before uploading a picture.**

## SuccessFactors Internal Policy on Data Transfer

SuccessFactors has self-certified as compliant with the Principles of the United States (“US”) - European Union (“EU”) and US-Swiss Safe Harbor Programs (listed below). To comply with the Safe Harbor Principles and data protection statutes in other jurisdictions, SuccessFactors must ensure that Personal Information (including personal information of SuccessFactors employees, customers, or customer employees) is properly handled and protected during data transfers. Notwithstanding the foregoing this Policy sets the minimum standards whereas additional obligations may derive from contractual obligations with a customer or the applicable data protection laws and regulations.

This policy applies to all data transfers in which SuccessFactors transfers Personal Information to an affiliate or subprocessor or otherwise allows other parties to have access to Personal Information in order to perform services on SuccessFactors’ behalf.

Data transfers of Personal Information for legal purposes (e.g., to fulfill law enforcement, discovery, or other legal requests) are not covered by this policy. Any other transfer or use of Personal Information beyond the scope of this Policy may require the express written consent of the Data Subject and must be submitted to your regional attorney for approval in advance.

All questions about the policy and data transfers of Personal Information should be directed to your regional attorney at SuccessFactors.

**Definitions**

For purposes of this policy, “Personal Information” refers to any information about an identifiable individual. “Sensitive Personal Information” is Personal Information regarding a medical or health condition, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or sexual lifestyle. “Affiliate” means any then-current SuccessFactors subsidiary. “Subprocessor” means any authorized subcontractors who process Personal Data on behalf of SuccessFactors.

**Requirements for Data Transfers to All Third Parties**

The following requirements apply to data transfers to all Affiliates and Subprocessors, including: (i) transfers to Affiliates performing services on SuccessFactors’ behalf; and (ii) transfers to Subprocessors (e.g., vendors, service providers, contractors, consultants, temporary employees, or other agents) performing services on SuccessFactors’ behalf:

* Affiliates and its employees agree to be bound by this Policy and respect the Safe Harbor Principles in any data transfer.
* Personal Information must only be transferred to Subprocessors who are contractually obligated to provide the same level of security and privacy protections provided by SuccessFactors and who have agreed to comply with SuccessFactors’ lawful instructions at any time. Subprocessors must not use Personal Information for their own purpose(s).
* Business units shall consult with the regional attorney when negotiating contracts with third parties to whom Personal Information will be transferred.
* Contracts must include the standard data protection clauses provided by the regional attorney which require Subprocessors to:
	+ Use appropriate security controls and procedures to secure the Personal Information;
	+ Use the Personal Information only for the purpose(s) explicitly specified in the written contract or written instructions;
	+ Comply with all applicable data protection statutes and regulations and the Safe Harbor principles;
	+ Indemnify SuccessFactors for any costs associated with the Subprocessors’ misuse of and/or failure to properly secure the data; and
	+ Give SuccessFactors the right to audit compliance with the terms of the agreement.
	+ State that they will abide by SuccessFactors’ then current security and privacy policies

**\*\* Any changes to the standard or provided data protection clauses must be approved by your regional attorney.**

* Business units that allow Affiliates and Subprocessors access to SuccessFactors systems containing Personal Information must:
	+ Ensure those Affiliates and Subprocessors receive and review the appropriate SuccessFactors security and privacy policies;
	+ Use the required forms and processes when submitting requests for access to SuccessFactors systems and/or facilities;
	+ Ensure Affiliate and Subprocessor access to SuccessFactors systems and Personal Information is terminated once such access is no longer necessary.

**Violations**

Employees who receive information indicating that (i) an Affiliate or Subprocessor is collecting, using, sharing, or storing Personal Information in violation of applicable statutes and regulations, contractual agreements, or SuccessFactors policies and procedures should immediately notify the SuccessFactors Data Protection Officer.

Employees who fail to comply with this Policy may be subject to disciplinary action up to and including termination of employment.

**Safe Harbor Principles**

**Notice** - Individuals must be informed that their data is being collected and about how it will be used.

**Choice** - Individuals must have the ability to opt out of the collection and forward transfer of the data to third parties.

**Onward Transfer** - Transfers of data to third parties may only occur to other organizations that follow adequate data protection principles.

**Security** - Reasonable efforts must be made to prevent loss of collected information.

**Data Integrity** - Data must be relevant and reliable for the purpose it was collected for.

**Access** - Individuals must be able to access information held about them, and correct or delete it if it is inaccurate.

**Enforcement** - There must be effective means of enforcing these rules.