



**Note to copy:**

*The HubSpot Data Processing Agreement is made available at <https://legal.hubspot.com/dpa> and is incorporated into the HubSpot Customer Terms of Service available at <https://legal.hubspot.com/terms-of-service>, as specified in the HubSpot Customer Terms of Service.*

*For Customers that would like to receive a signed copy of the HubSpot Data Processing Agreement, we have made this copy available to you. This copy includes signatures on the Data Processing Agreement version last modified January 3, 2024, followed by a complete copy of the Standard Contractual Clauses and UK Addendum, which are incorporated by reference within the DPA. No changes made to this copy are agreed to by HubSpot, Inc. or its affiliates.*

*Please note that we update the Data Processing Agreement as we describe in the 'General Provisions' section below. Current Data Processing Agreement terms are available at <https://legal.hubspot.com/dpa> and archived Data Processing Agreement terms are available at <https://legal.hubspot.com/legal-stuff/archive>.*

*If you have any questions, please contact your HubSpot representative.*

## **HubSpot Data Processing Agreement**

Last Modified: January 3, 2024

This HubSpot Data Processing Agreement and its Annexes ("DPA") reflects the parties' agreement with respect to the Processing of Personal Data by us on behalf of you in connection with the HubSpot Subscription Services under the [HubSpot Customer Terms of Service](https://legal.hubspot.com/terms-of-service) available at <https://legal.hubspot.com/terms-of-service> between you and us (also referred to in this DPA as the "Agreement").

This DPA is supplemental to, and forms an integral part of, the Agreement and is effective upon its incorporation into the Agreement, which may be specified in the Agreement, an Order Form or an executed amendment to the Agreement. In case of any conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

We update these terms from time to time. If you have an active HubSpot subscription, we will let you know when we do via email (if you have subscribed to receive email notifications via the link in our [General Terms](#)) or via in-app notification. You can find archived versions of the DPA in our archives at <https://legal.hubspot.com/legal-stuff/archive>.

The term of this DPA will follow the term of the Agreement. Terms not otherwise defined in this DPA will have the meaning as set forth in the Agreement.

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## **1. Definitions**

“California Personal Information” means Personal Data that is subject to the protection of the CCPA.

"CCPA" means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 or “CPRA”).

"Consumer", "Business", "Sell", "Service Provider", and “Share” will have the meanings given to them in the CCPA.

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Data Privacy Framework” means the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded or replaced.

“Data Privacy Framework Principles” means the Principles and Supplemental Principles contained in the relevant Data Privacy Framework; as may be amended, superseded or replaced.

“Data Protection Laws” means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation European Data Protection Laws, the CCPA and other applicable U.S. federal and state privacy laws, and the data protection and privacy laws of Australia, Singapore, and Japan, in each case as amended, repealed, consolidated or replaced from time to time; with regard to HubSpot, Data Protection Laws exclude laws governing Sensitive Information, as defined in the [General Terms](#).

“Data Subject” means the individual to whom Personal Data relates.

"Europe" means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

“European Data” means Personal Data that is subject to the protection of European Data Protection Laws.

"European Data Protection Laws" means data protection laws applicable in Europe, including: (i) 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) ("GDPR"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"); and (iv) Swiss Federal Data Protection Act and its Ordinance ("Swiss DPA"); in each case, as may be amended, superseded or replaced.

“Instructions” means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

"Permitted Affiliates" means any of your Affiliates that (i) are permitted to use the Subscription Services pursuant to the Agreement, but have not signed their own separate agreement with us and are not a “Customer” as defined under the Agreement, (ii) qualify as a Controller of Personal Data Processed by us, and (iii) are subject to European Data Protection Laws.

“Personal Data” means any information relating to an identified or identifiable individual where (i) such information is contained within Customer Data; and (ii) is protected

similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by us and/or our Sub-Processors in connection with the provision of the Subscription Services. "Personal Data Breach" will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

“Processing” means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data. The terms “Process”, “Processes” and “Processed” will be construed accordingly.

“Processor” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

“Standard Contractual Clauses” means the standard contractual clauses annexed to the European Commission’s Decision (EU) 2021/914 of 4 June 2021 currently found at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/](https://eur-lex.europa.eu/eli/dec_impl/2021/914/), as may be amended, superseded or replaced.

“Sub-Processor” means any Processor engaged by us or our Affiliates to assist in fulfilling our obligations with respect to the provision of the Subscription Services under the Agreement. Sub-Processors may include third parties or our Affiliates but will exclude any HubSpot employee or consultant.

“UK Addendum” means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018 currently found at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, as may be amended, superseded, or replaced.

## **2. Customer Responsibilities**

a. Compliance with Laws. Within the scope of the Agreement and in its use of the services, you will be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of Personal Data and the Instructions it issues to us.

In particular but without prejudice to the generality of the foregoing, you acknowledge and agree that you will be solely responsible for: (i) the accuracy, quality, and legality of Customer Data and the means by which you acquired Personal Data; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations (particularly for use by Customer for marketing purposes); (iii) ensuring you have the right to transfer, or provide access to, the Personal Data to us for Processing in accordance with the terms of the Agreement (including this DPA); (iv) ensuring that your Instructions to us regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws; and (v) complying with all laws (including Data Protection Laws) applicable to any emails or other content created, sent or managed through the Subscription Services, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices. You will inform us without undue delay if you are not able to comply with your responsibilities under this 'Compliance with Laws' section or applicable Data Protection Laws.

b. Controller Instructions. The parties agree that the Agreement (including this DPA), together with your use of the Subscription Service in accordance with the Agreement, constitute your complete Instructions to us in relation to the Processing of Personal Data, so long as you may provide additional instructions during the subscription term that are consistent with the Agreement, the nature and lawful use of the Subscription Service.

c. Security. You are responsible for independently determining whether the data security provided for in the Subscription Service adequately meets your obligations under applicable Data Protection Laws. You are also responsible for your secure use of the Subscription Service, including protecting the security of Personal Data in transit to and from the Subscription Service (including to securely backup or encrypt any such Personal Data).

### **3. HubSpot Obligations**

a. Compliance with Instructions. We will only Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of your lawful Instructions, except where and to the extent otherwise required by applicable law. We are not responsible for compliance with any Data Protection Laws applicable to you or your industry that are not generally applicable to us.

b. Conflict of Laws. If we become aware that we cannot Process Personal Data in accordance with your Instructions due to a legal requirement under any applicable law, we will (i) promptly notify you of that legal requirement to the extent permitted by the applicable law; and (ii) where necessary, cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as you issue new Instructions with which we are able to comply. If this provision is invoked,

we will not be liable to you under the Agreement for any failure to perform the applicable Subscription Services until such time as you issue new lawful Instructions with regard to the Processing.

c. Security. We will implement and maintain appropriate technical and organizational measures to protect Personal Data from Personal Data Breaches, as described under Annex 2 to this DPA ("Security Measures"). Notwithstanding any provision to the contrary, we may modify or update the Security Measures at our discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.

d. Confidentiality. We will ensure that any personnel whom we authorize to Process Personal Data on our behalf is subject to appropriate confidentiality obligations (whether a contractual or statutory duty) with respect to that Personal Data.

e. Personal Data Breaches. We will notify you without undue delay after we become aware of any Personal Data Breach and will provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by you. At your request, we will promptly provide you with such reasonable assistance as necessary to enable you to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if you are required to do so under Data Protection Laws.

f. Deletion or Return of Personal Data. We will delete or return all Customer Data, including Personal Data (including copies thereof) Processed pursuant to this DPA, on termination or expiration of your Subscription Service in accordance with the procedures set out in our [Product Specific Terms](#). This term will apply except where we are required by applicable law to retain some or all of the Customer Data, or where we have archived Customer Data on back-up systems, which data we will securely isolate and protect from any further Processing and delete in accordance with our deletion practices. You may request the deletion of your HubSpot account after expiration or termination of your subscription by sending a request using our privacy request form at <https://preferences.hubspot.com/privacy>.

We strongly recommend retrieving your Customer Data prior to the end of your Subscription Term by following the instructions at the following knowledge base articles: "[Export your Content Data](#)"; "[Export your Contacts, Companies, Deals, or Tickets](#)"; "[Export your Ads Campaign Data](#)"; "[Export your Overall Email Performance Data](#)"; "[Perform a permanent delete in HubSpot](#)."

If you need help retrieving your Customer Data during the Subscription Term, we will provide reasonable assistance to you, at your cost, and in accordance with the 'Confidentiality' section of the [General Terms](#).

#### **4. Data Subject Requests**

The Subscription Service provides you with a number of controls that you can use to retrieve, correct, delete or restrict Personal Data, which you can use to assist it in connection with its obligations under Data Protection Laws, including your obligations relating to responding to requests from Data Subjects to exercise their rights under applicable Data Protection Laws ("Data Subject Requests").

To the extent that you are unable to independently address a Data Subject Request through the Subscription Service, then upon your written request we will provide reasonable assistance to you to respond to any Data Subject Requests or requests from data protection authorities relating to the Processing of Personal Data under the Agreement. You will reimburse us for the commercially reasonable costs arising from this assistance.

If a Data Subject Request or other communication regarding the Processing of Personal Data under the Agreement is made directly to us, we will promptly inform you and will advise the Data Subject to submit their request to you. You will be solely responsible for responding substantively to any such Data Subject Requests or communications involving Personal Data.

## **5. Sub-Processors**

You agree we may engage Sub-Processors to Process Personal Data on your behalf, and we do so in three ways. First, we may engage Sub-Processors to assist us with hosting and infrastructure. Second, we may engage with Sub-Processors to support product features and integrations. Third, we may engage with HubSpot Affiliates as Sub-Processors for service and support. Some Sub-Processors will apply to you as default, and some Sub-Processors will apply only if you opt-in.

We have currently appointed, as Sub-Processors, the third parties and HubSpot Affiliates listed in Annex 3 to this DPA. You may subscribe to receive notifications by email if we add or replace any Sub-Processors by completing the form available at <https://legal.hubspot.com/subscribe-subprocessor-updates>. If you opt-in to receive such email, we will notify you at least 30 days prior to any such change.

We will give you the opportunity to object to the engagement of new Sub-Processors on reasonable grounds relating to the protection of Personal Data within 30 days of notifying you. If you do notify us of such an objection, the parties will discuss your concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, we will, at our sole discretion, either not appoint the new Sub-Processor, or permit you to suspend or terminate the affected Subscription Service in accordance with the termination provisions of the Agreement without liability to either party (but without prejudice to any fees incurred by you prior to suspension or termination).

Where we engage Sub-Processors, we will impose data protection terms on the Sub-Processors that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the services provided by such Sub-Processors. We will remain responsible for each Sub-Processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-Processor that cause us to breach any of its obligations under this DPA.

## **6. Data Transfers**

You acknowledge and agree that we may access and Process Personal Data on a global basis as necessary to provide the Subscription Service in accordance with the Agreement, and in particular that Personal Data may be transferred to and Processed by HubSpot, Inc. in the United States and to other jurisdictions where HubSpot Affiliates and Sub-Processors have operations. Wherever Personal Data is transferred outside its country of origin, each party will ensure such transfers are made in compliance with the requirements of Data Protection Laws.

## **7. Demonstration of Compliance**

We will make all information reasonably necessary to demonstrate compliance with this DPA available to you and allow for and contribute to audits, including inspections conducted by you or your auditor in order to assess compliance with this DPA, where required by applicable law. You acknowledge and agree that you will exercise your audit rights under this DPA by instructing us to comply with the audit measures described in this 'Demonstration of Compliance' section. You acknowledge that the Subscription Service is hosted by our hosting Sub-Processors who maintain independently validated security programs (including SOC 2 and ISO 27001) and that our systems are audited annually as part of SOC 2 compliance and regularly tested by independent third party penetration testing firms. Upon request, we will supply (on a confidential basis) our SOC 2 report and summary copies of our penetration testing report(s) to you so that you can verify our compliance with this DPA. You may download copies of these documents from HubSpot's Security website at [trust.hubspot.com](https://trust.hubspot.com). Further, at your written request, we will provide written responses (on a confidential basis) to all reasonable requests for information made by you necessary to confirm our compliance with this DPA, provided that you will not exercise this right more than once per calendar year unless you have reasonable grounds to suspect non-compliance with the DPA.

## **8. Additional Provisions for European Data**

a. Scope. This 'Additional Provisions for European Data' section will apply only with respect to European Data.

b. Roles of the Parties. When Processing European Data in accordance with your Instructions, the parties acknowledge and agree that you are acting as the Controller of



European Data (either as the Controller, or as a Processor on behalf of another Controller) and we are the Processor under the Agreement.

c. Instructions. If we believe that your Instruction infringes European Data Protection Laws (where applicable), we will inform you without delay.

d. Data Protection Impact Assessments and Consultation with Supervisory Authorities. To the extent that the required information is reasonably available to us, and you do not otherwise have access to the required information, we will provide reasonable assistance to you with any data protection impact assessments, and prior consultations with supervisory authorities (for example, the French Data Protection Agency (CNIL), the Berlin Data Protection Authority (BlnBDI) and the UK Information Commissioner's Office (ICO)) or other competent data privacy authorities to the extent required by European Data Protection Laws.

e. Transfer Mechanisms for Data Transfers.

(A) HubSpot will not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of applicable European Data Protection Laws), unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without limitation) (i) transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, including the Data Privacy Framework; (ii) to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws; or (iii) to a recipient that has executed the Standard Contractual Clauses; in each case as adopted or approved in accordance with applicable European Data Protection Laws.

(B) You acknowledge that in connection with the performance of the Subscription Services, HubSpot, Inc. is a recipient of European Data in the United States. To the extent that HubSpot, Inc. receives European Data in the United States, HubSpot, Inc. will comply with the following:

(1) Data Privacy Framework. HubSpot, Inc. will use the Data Privacy Framework to lawfully receive European Data in the United States and ensure that it provides at least the same level of protection to such European Data as is required by the Data Privacy Framework Principles and will let you know if it is unable to comply with this requirement.

(2) Standard Contractual Clauses. If European Data Protection Laws require that appropriate safeguards are put in place (for example, if the Data Privacy Framework does not cover the transfer to HubSpot, Inc. and/or the Data Privacy

Framework is invalidated), the Standard Contractual Clauses will be incorporated by reference and form part of the Agreement as follows:

(a) In relation to European Data that is subject to the GDPR (i) Customer is the "data exporter" and HubSpot, Inc. is the "data importer"; (ii) the Module Two terms apply to the extent the Customer is a Controller of European Data and the Module Three terms apply to the extent the Customer is a Processor of European Data; (iii) in Clause 7, the optional docking clause applies; (iv) in Clause 9, Option 2 applies and changes to Sub-Processors will be notified in accordance with the 'Sub-Processors' section of this DPA; (v) in Clause 11, the optional language is deleted; (vi) in Clauses 17 and 18, the parties agree that the governing law and forum for disputes for the Standard Contractual Clauses will be determined in accordance with the 'Contracting Entity; Applicable Law; Notice' section of the Jurisdiction Specific Terms or, if such section does not specify an EU Member State, the Republic of Ireland (without reference to conflicts of law principles); (vii) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; (viii) the supervisory authority that will act as competent supervisory authority will be determined in accordance with GDPR; and (ix) if and to the extent the Standard Contractual Clauses conflict with any provision of this DPA the Standard Contractual Clauses will prevail to the extent of such conflict.

(b) In relation to European Data that is subject to the UK GDPR, the Standard Contractual Clauses will apply in accordance with sub-section (a) and the following modifications (i) the Standard Contractual Clauses will be modified and interpreted in accordance with the UK Addendum, which will be incorporated by reference and form an integral part of the Agreement; (ii) Tables 1, 2 and 3 of the UK Addendum will be deemed completed with the information set out in the Annexes of this DPA and Table 4 will be deemed completed by selecting "neither party"; and (iii) any conflict between the terms of the Standard Contractual Clauses and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

(c) In relation to European Data that is subject to the Swiss DPA, the Standard Contractual Clauses will apply in accordance with sub-section (a) and the following modifications (i) references to "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA; (ii) references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and (iii) references to the "competent supervisory authority" and "competent courts" will be replaced with the "the Swiss Federal Data Protection and Information Commissioner " and the "relevant courts in Switzerland".

(d) You agree that by complying with our obligations under the 'Sub-Processors' section of this DPA, HubSpot, Inc. fulfills its obligations under Section 9 of the Standard Contractual Clauses. For the purposes of Clause 9(c) of the Standard Contractual Clauses, you acknowledge that we may be restricted from disclosing Sub-Processor agreements but we will use reasonable efforts to require any Sub-Processor we appoint to permit it to disclose the Sub-Processor agreement to you and will provide (on a confidential basis) all information we reasonably can. You also acknowledge and agree that you will exercise your audit rights under Clause 8.9 of the Standard Contractual Clauses by instructing us to comply with the measures described in the 'Demonstration of Compliance' section of this DPA.

(e) Where the HubSpot contracting entity under the Agreement is not HubSpot, Inc., such contracting entity (not HubSpot, Inc.) will remain fully and solely responsible and liable to you for the performance of the Standard Contractual Clauses by HubSpot, Inc., and you will direct any instructions, claims or enquiries in relation to the Standard Contractual Clauses to such contracting entity. If HubSpot cannot comply with its obligations under the Standard Contractual Clauses or is breach of any warranties under the Standard Contractual Clauses or UK Addendum (as applicable) for any reason, and you intend to suspend the transfer of European Data to HubSpot or terminate the Standard Contractual Clauses ,or UK Addendum, you agree to provide us with reasonable notice to enable us to cure such non-compliance and reasonably cooperate with us to identify what additional safeguards, if any, may be implemented to remedy such non-compliance. If we have not or cannot cure the non-compliance, you may suspend or terminate the affected part of the Subscription Service in accordance with the Agreement without liability to either party (but without prejudice to any fees you have incurred prior to such suspension or termination).

(C) Alternative Transfer Mechanism. In the event that HubSpot is required to adopt an alternative transfer mechanism for European Data, in addition to or other than the mechanisms described in sub-section (B) above, such alternative transfer mechanism will apply automatically instead of the mechanisms described in this DPA (but only to the extent such alternative transfer mechanism complies with European Data Protection Laws), and you agree to execute such other documents or take such action as may be reasonably necessary to give legal effect such alternative transfer mechanism.

## **9. Additional Provisions for California Personal Information**

a. Scope. The 'Additional Provisions for California Personal Information' section of the DPA will apply only with respect to California Personal Information.

b. Roles of the Parties. When processing California Personal Information in accordance with your Instructions, the parties acknowledge and agree that you are a Business and we are a Service Provider for the purposes of the CCPA.

c. Responsibilities. We certify that we will Process California Personal Information as a Service Provider strictly for the purpose of performing the Subscription Services and Consulting Services under the Agreement (the "Business Purpose") or as otherwise permitted by the CCPA, including as described in the 'Usage Data' section of our [Privacy Policy](#).

Further, we certify we i) will not Sell or Share California Personal Information; (ii) will not Process California Personal Information outside the direct business relationship between the parties, unless required by applicable law; and (iii) will not combine the California Personal Information included in Customer Data with personal information that we collect or receive from another source (other than information we receive from another source in connection with our obligations as a Service Provider under the Agreement).

d. Compliance. We will (i) comply with obligations applicable to us as a Service Provider under the CCPA and (ii) provide California Personal Information with the same level of privacy protection as is required by the CCPA. We will notify you if we make a determination that we can no longer meet our obligations as a Service Provider under the CCPA.

e. CCPA Audits. You will have the right to take reasonable and appropriate steps to help ensure that we use California Personal Information in a manner consistent with Customer's obligations under the CCPA. Upon notice, you will have the right to take reasonable and appropriate steps in accordance with the Agreement to stop and remediate unauthorized use of California Personal Information.

f. Not a Sale. The parties acknowledge and agree that the disclosure of California Personal Information by the Customer to HubSpot does not form part of any monetary or other valuable consideration exchanged between the parties.

## **10. General Provisions**

a. Amendments. Notwithstanding anything else to the contrary in the Agreement and without prejudice to the 'Compliance with Instructions' or 'Security' sections of this DPA, we reserve the right to make any updates and changes to this DPA and the terms that apply in the 'Amendment; No Waiver' section of the [General Terms](#) will apply.

b. Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

c. Limitation of Liability. Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this DPA (including any other DPAs between the parties) and the Standard Contractual Clauses, where applicable, whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' section of the [General Terms](#) and any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA). For the avoidance of doubt, if HubSpot, Inc. is not a party to the Agreement, the 'Limitation of Liability' section of the [General Terms](#) will apply as between you and HubSpot, Inc., and in such respect any references to 'HubSpot', 'we', 'us' or 'our' will include both HubSpot, Inc. and the HubSpot entity that is a party to the Agreement. In no event will either party's liability be limited with respect to any individual's data protection rights under this DPA (including any other data processing agreements between the parties and the Standard Contractual Clauses, where applicable) or otherwise.

d. Governing Law. This DPA will be governed by and construed in accordance with the 'Contracting Entity; 'Applicable Law; Notice' sections of the Jurisdiction Specific Terms, unless required otherwise by Data Protection Laws.

## **11. Parties to this DPA**

a. Permitted Affiliates. By signing the Agreement, you enter into this DPA (including, where applicable, the Standard Contractual Clauses) on behalf of yourself and in the name and on behalf of your Permitted Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the terms "Customer", "you" and "your" will include you and such Permitted Affiliates.

b. Authorization. The legal entity agreeing to this DPA as Customer represents that it is authorized to agree to and enter into this DPA for and on behalf of itself and, as applicable, each of its Permitted Affiliates.

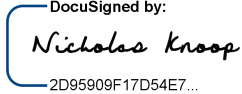
c. Remedies. The parties agree that (i) solely the Customer entity that is the contracting party to the Agreement will exercise any right or seek any remedy any Permitted Affiliate may have under this DPA on behalf of its Affiliates, and (ii) the Customer entity that is the contracting party to the Agreement will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Permitted Affiliates together. The Customer entity that is the contracting entity is responsible for coordinating all Instructions, authorizations and communications with us under the DPA and will be entitled to make and receive any communications related to this DPA on behalf of its Permitted Affiliates.

d. Other rights. The parties agree that you will, when reviewing our compliance with this DPA pursuant to the 'Demonstration of Compliance' section, take all reasonable measures to limit any impact on us and our Affiliates by combining several audit

requests carried out on behalf of the Customer entity that is the contracting party to the Agreement and all of its Permitted Affiliates in one single audit.

**EXECUTED BY THE PARTIES AUTHORIZED REPRESENTATIVES:**

**HubSpot, Inc., by and on behalf of its affiliates, as applicable.**

Signature:  \_\_\_\_\_  
2D95909F17D54E7...

Name: Nicholas Knoop

Title: Data Protection Officer

**Controller:** \_\_\_\_\_  
Either as a Controller, or as a Processor acting in the capacity of a Controller, on behalf of another Controller.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Annex 1 - Details of Processing**

### **A. List of Parties**

#### **Data exporter:**

Name: The Customer, as defined in the HubSpot Customer Terms of Service (on behalf of itself and Permitted Affiliates)

Address: The Customer's address, as set out in the Order Form

Contact person's name, position and contact details: The Customer's contact details, as set out in the Order Form and/or as set out in the Customer's HubSpot Account

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Customer's use of the HubSpot Subscription Services under the HubSpot Customer Terms of Service

Role (controller/processor): Controller (either as the Controller; or acting in the capacity of a Controller, as a Processor, on behalf of another Controller)

#### **Data importer:**

Name: HubSpot, Inc.

Address: Two Canal Park, Cambridge, MA 02141, USA

Contact person's name, position and contact details: Nicholas Knoop, Data Protection Officer, HubSpot, Inc., Two Canal Park, Cambridge, MA 02141 USA

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Customer's use of the HubSpot Subscription Services under the HubSpot Customer Terms of Service

Role (controller/processor): Processor

### **B. Description of Transfer**

#### **Categories of Data Subjects whose Personal Data is Transferred**

You may submit Personal Data in the course of using the Subscription Service, the extent of which is determined and controlled by you in your sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:

Your Contacts and other end users including your employees, contractors, collaborators, customers, prospects, suppliers and subcontractors. Data Subjects may also include individuals attempting to communicate with or transfer Personal Data to your end users.

### **Categories of Personal Data Transferred**

You may submit Personal Data to the Subscription Services, the extent of which is determined and controlled by you in your sole discretion, and which may include but is not limited to the following categories of Personal Data:

1. Contact Information (as defined in the [General Terms](#)).
2. Any other Personal Data submitted by, sent to, or received by you, or your end users, via the Subscription Service.

### **Sensitive Data transferred and applied restrictions or safeguards**

The parties do not anticipate the transfer of sensitive data.

### **Frequency of the transfer**

Continuous

### **Nature of the Processing**

Personal Data will be Processed in accordance with the Agreement (including this DPA) and may be subject to the following Processing activities:

1. Storage and other Processing necessary to provide, maintain and improve the Subscription Services provided to you; and/or
2. Disclosure in accordance with the Agreement (including this DPA) and/or as compelled by applicable laws.

### **Purpose of the transfer and further processing**

We will Process Personal Data as necessary to provide the Subscription Services pursuant to the Agreement, as further specified in the Order Form, and as further instructed by you in your use of the Subscription Services.

### **Period for which Personal Data will be retained**

Subject to the 'Deletion or Return of Personal Data' section of this DPA, we will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.



## Annex 2 - Security Measures

We currently observe the Security Measures described in this Annex 2. All capitalized terms not otherwise defined herein will have the meanings as set forth in the [General Terms](#). For more information on these security measures, please refer to HubSpot's SOC 2 Type II Report, SOC 3 Report, Security Overview and Penetration Test Summaries, available at [trust.hubspot.com](https://trust.hubspot.com).

### a) Access Control

#### i) Preventing Unauthorized Product Access

**Outsourced processing:** We host our Service with outsourced cloud infrastructure providers. Additionally, we maintain contractual relationships with vendors in order to provide the Service in accordance with our DPA. We rely on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.

**Physical and environmental security:** We host our product infrastructure with multi-tenant, outsourced infrastructure providers. We do not own or maintain hardware located at the outsourced infrastructure providers' data centers. Production servers and client-facing applications are logically and physically secured from our internal corporate information systems. The physical and environmental security controls are audited for SOC 2 Type II and ISO 27001 compliance, among other certifications.

**Authentication:** We implement a uniform password policy for our customer products. Customers who interact with the products via the user interface must authenticate before accessing non-public customer data.

**Authorization:** Customer Data is stored in multi-tenant storage systems accessible to Customers via only application user interfaces and application programming interfaces. Customers are not allowed direct access to the underlying application infrastructure. The authorization model in each of our products is designed to ensure that only the appropriately assigned individuals can access relevant features, views, and customization options. Authorization to data sets is performed through validating the user's permissions against the attributes associated with each data set.

**Application Programming Interface (API) access:** Public product APIs may be accessed using an API key or through OAuth authorization.

#### ii) Preventing Unauthorized Product Use

We implement industry standard access controls and detection capabilities for the internal networks that support its products.

**Access controls:** Network access control mechanisms are designed to prevent network traffic using unauthorized protocols from reaching the product infrastructure. The technical measures implemented differ between infrastructure providers and include Virtual Private Cloud (VPC) implementations, security group assignment, and traditional firewall rules.

**Intrusion detection and prevention:** We implement a Web Application Firewall (WAF) solution to protect hosted customer websites and other internet-accessible applications. The WAF is designed to identify and prevent attacks against publicly available network services.

**Static code analysis:** Code stored in our source code repositories is checked for best practices and identifiable software flaws using automated tooling.

**Penetration testing:** We maintain relationships with industry-recognized penetration testing service providers for penetration testing of both the HubSpot web application and internal corporate network infrastructure at least annually. The intent of these penetration tests is to identify security vulnerabilities and mitigate the risk and business impact they pose to the in-scope systems.

**Bug bounty:** A bug bounty program invites and incentivizes independent security researchers to ethically discover and disclose security flaws. We implement a bug bounty program in an effort to widen the available opportunities to engage with the security community and improve the product defenses against sophisticated attacks.

### iii) Limitations of Privilege & Authorization Requirements

**Product access:** A subset of our employees have access to the products and to customer data via controlled interfaces. The intent of providing access to a subset of employees is to provide effective customer support, product development and research, to troubleshoot potential problems, to detect and respond to security incidents and implement data security. Access is enabled through “just in time” (JITA) requests for access; all such requests are logged. Employees are granted access by role, and reviews of high risk privilege grants are initiated daily. Administrative or high risk access permissions are reviewed at least once every six months.

**Background checks:** Where permitted by applicable law, HubSpot employees undergo a third-party background or reference check. In the United States, employment offers are contingent upon the results of a third-party background check. All HubSpot employees are required to conduct themselves in a manner consistent with company guidelines, non-disclosure requirements, and ethical standards.

## **b) Transmission Control**

**In-transit:** We require HTTPS encryption (also referred to as SSL or TLS) on all login interfaces and for free on every customer site hosted on the HubSpot products. Our HTTPS implementation uses industry standard algorithms and certificates.

**At-rest:** We store user passwords following policies that follow industry standard practices for security. We have implemented technologies to ensure that stored data is encrypted at rest.

### **c) Input Control**

**Detection:** We designed our infrastructure to log extensive information about the system behavior, traffic received, system authentication, and other application requests. Internal systems aggregate log data and alert appropriate employees of malicious, unintended, or anomalous activities. Our personnel, including security, operations, and support personnel, are responsive to known incidents.

**Response and tracking:** We maintain a record of known security incidents that includes description, dates and times of relevant activities, and incident disposition. Suspected and confirmed security incidents are investigated by security, operations, or support personnel; and appropriate resolution steps are identified and documented. For any confirmed incidents, we will take appropriate steps to minimize product and Customer damage or unauthorized disclosure. Notification to you will be in accordance with the terms of the Agreement.

### **d) Availability Control**

**Infrastructure availability:** The infrastructure providers use commercially reasonable efforts to ensure a minimum of 99.95% uptime. The providers maintain a minimum of N+1 redundancy to power, network, and heating, ventilation and air conditioning (HVAC) services.

**Fault tolerance:** Backup and replication strategies are designed to ensure redundancy and fail-over protections during a significant processing failure. Customer data is backed up to multiple durable data stores and replicated across multiple availability zones.

**Online replicas and backups:** Where feasible, production databases are designed to replicate data between no less than 1 primary and 1 secondary database. All databases are backed up and maintained using at least industry standard methods.

**Disaster Recovery Plans:** We maintain and regularly test disaster recovery plans to help ensure availability of information following interruption to, or failure of, critical business processes.

Our products are designed to ensure redundancy and seamless failover. The server instances that support the products are also architected with a goal to prevent single points of failure. This design assists our operations in maintaining and updating the product applications and backend while limiting downtime.

## Annex 3 - Sub-Processors

Last Modified: March 5, 2024

This Annex 3 is incorporated into the [DPA](#) and [Agreement](#). This annex explains how HubSpot engages with Sub-Processors.

1. Infrastructure Sub-Processors
2. Feature Specific Sub-Processors
3. HubSpot Affiliate Sub-Processors
4. Updates to Sub-Processors

Please review each section for additional details.

### 1. Infrastructure Sub-Processors

To help HubSpot deliver the Subscription Service, we engage Sub-Processors to support our infrastructure. By agreeing to the [DPA](#), you agree all of these Sub-Processors may have access to Customer Data.

Third Party Sub-Processor	Purpose	Applicable Service	US Data Center Sub-Processor Location: United States	EU Data Center Sub-Processor Location: EU or Other
Amazon Web Services, Inc.	Hosting & Infrastructure	Used as a on-demand cloud computing platforms and APIs	United States	Germany
Cloudflare, Inc.	Content Delivery Network	Used as a web infrastructure and website security, providing content delivery network services, DDoS mitigation, internet security, and distributed	United States	Local  **Data Centers located all around the world. Traffic will be automatically routed to the

		domain name server services		nearest data center.
Google LLC	Infrastructure - Regional Data Processing	Data hosting provider	United States	Germany
Snowflake, Inc.	Infrastructure	Data warehouse solution which serves as the repository of data.	United States	Germany

\*\*For further information regarding Cloudflare services, visit <https://www.cloudflare.com/network/>.

## 2. Feature Specific Sub-Processors

Some of our features and integrations require the use of additional Sub-Processors. Some Sub-Processors will apply to you as a default, and some Sub-Processors will apply to you only if and when you opt-in. We will notify you before you turn on a feature or install an integration that requires support from an opt-in Sub-Processor where indicated in the table below.

Third Party Sub-Processor	Purpose	Applicable Service	US Data Center Sub-Processor Location: United States	EU Data Center Sub-Processor Location: EU or Other

Abyl Real-time Ltd.	Conversation & Chat Functionality	Used to support conversations/chat features in the HubSpot product	United States	Ireland and Germany
ConvertAPI, UAB	File Functionality	Used for files and documents conversion for websites and web/desktop applications	United States	Germany
Google LLC	Form submission spam prevention (Google reCAPTCHA)	Use of Google reCAPTCHA is disabled by default and is an opt-in feature within the forms tool. If you do not choose to use Google reCAPTCHA, no Customer Data will be accessed by this Sub-Processor.	United States	*United States
	B2B Checkout spam prevention	Use of Google reCAPTCHA is enabled by default without an opt-out feature within B2B Checkout. If you do not wish to use Google reCAPTCHA, payments should not be submitted with B2B Checkout.		

Dropbox Sign (formerly HelloSign)	E-Signature Functionality	Used for HubSpot product E-signature solution for deals	United States	Germany
Litmus Software, Inc.	Email Functionality	Used for email previews	United States	N/A in the EU data center.
Meta Platforms, Inc.  OPT-IN ONLY	Conversation Functionality	Used to support the connection of your WhatsApp Business account to the conversations inbox.  Use of WhatsApp is an opt-in integration. If you do not install the WhatsApp integration, no Customer Data will be shared.	United States	*United States
Mux, Inc.	Video Functionality	Used for HubSpot video service provider	United States	*United States



OpenAI, LLC	AI Products	Used for HubSpot AI Products tools	United States	*United States
Stripe, Inc.	Payment Processor	Used to support Commerce Hub products and services	United States	United States
Twilio, Inc.	Calling and SMS Functionality	Used to support HubSpot calling and SMS functionality	United States	*United States

\*You may choose not to use the functionality provided by our Sub-Processors marked with an asterisk above. Please see the HubSpot Regional Data Hosting Policy available at <https://legal.hubspot.com/hubspot-regional-data-hosting-policy> for further information.

### 3. HubSpot Affiliate Sub-Processors

To help HubSpot deliver the Subscription Service, we engage HubSpot Affiliates as Sub-Processors to assist with our data processing activities. By agreeing to the DPA, you agree all of these Sub-Processors may have access to Customer Data.

HubSpot Sub-Processor	Purpose	Location
HubSpot, Inc.	Services & Support	United States

HubSpot Ireland Ltd	Services & Support	Ireland
HubSpot Germany GmbH	Services & Support	Germany
HubSpot Australia Pty. Ltd.	Services & Support	Australia
HubSpot Asia Pte. Ltd.	Services & Support	Singapore
HubSpot Japan KK	Services & Support	Japan
HubSpot Latin America, S.A.S.	Services & Support	Colombia
HubSpot Sweden	Services & Support	Sweden
HubSpot France S.A.S.	Services & Support	France
HubSpot UK Holdings Ltd.	Services & Support	United Kingdom
HubSpot Belgium NV	Services & Support	Belgium
HubSpot Canada Inc.	Services & Support	Canada
HubSpot Spain, S.L.	Services & Support	Spain

HubSpot Netherlands B.V.	Services & Support	The Netherlands
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#### 4. Updates to this Page

Due to the nature of our global business and our ongoing efforts to delight our customers, our business needs and services providers may change from time to time. For example, we may deprecate a service provider to consolidate and minimize our use of service providers. Similarly, we may add a service provider if we believe that doing so will enhance our ability to deliver our Subscription Service.

You may subscribe to receive notifications by email if we update this page to add or replace any Sub-Processors, if any of our Sub-Processors materially change the services that they provide, or if they change the country from which they provide them. To subscribe please complete the form available at <https://legal.hubspot.com/subscribe-subprocessor-updates>. If you opt-in to receive such email, we will notify you at least 30 days prior to any such change.

For more information on HubSpot's privacy practices, please visit our [Privacy Policy](#). If you have any questions regarding this page, please contact us at [privacy@hubspot.com](mailto:privacy@hubspot.com).


**On behalf of the data exporter:**

Name (written out in full): ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

	Signature ...
---	---------------

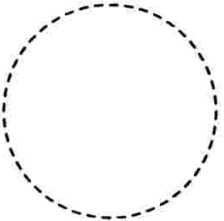
**On behalf of the data importer:**

Name (written out in full): Nicholas Knoop

Position: VP, Privacy, Risk & Compliance

Address: Two Canal Park, Cambridge, MA 02492 U.S.A.

Other information necessary in order for the contract to be binding (if any):

	<p>Signature ...</p> <p>DocuSigned by: <i>Nicholas Kroop</i> 2D95909F17D54E7...</p>
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## Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses (the 'Clauses').

This Appendix forms part of the Standard Contractual Clauses. A description of the Details of Processing, including (i) List of Parties, (ii) Description of the Transfer and (iii) Competent Supervisory Authority are set out in Annex 1 of the DPA.

### DATA EXPORTER

Name: ...

Authorised Signature ...

### DATA IMPORTER

Name: Nicholas Knoop, Data Protection Officer

Authorised Signature

DocuSigned by:  
*Nicholas Knoop*  
2D95909F17D54E7...

## Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses (the 'Clauses').

A description of the technical and organisational security measures implemented by the data importer in accordance with Standard Contractual Clauses are set out in Annex 2 of the DPA.

DATA EXPORTER

Name: ...

Authorised Signature ...

DATA IMPORTER

Name: Nicholas Knoop, Data Protection Officer

Authorised Signature

DocuSigned by:  
*Nicholas Knoop*  
2D95909F17D54E7...

### Appendix 3 to the Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses (the 'Clauses').

The List of Sub-Processors used by the data importer are listed in accordance with Clause 9(a) of the Standard Contractual Clauses are set out in Annex 2 of the DPA:

Name: ...

Authorised Signature ...

DATA IMPORTER

Name: Nicholas Knoop, Data Protection Officer

Authorised Signature

DocuSigned by:  
*Nicholas Knoop*  
2D95909F17D54E7...