

## Frequently Asked Questions

### 1. Will Code42 enter into a Data Processing Addendum?

Code42 has a Data Processing Addendum (“DPA”) that sets out our obligations and commitments related to the processing of customer data. The DPA can be found [here](#). Our DPA is incorporated into our Master Services Agreements (“MSA”), which means it automatically forms part of our customer agreement.

### 2. Does Code42’s DPA include GDPR or CCPA provisions?

Our current DPA includes applicable privacy provisions to assist customers with their GDPR and CCPA compliance. Customers who signed earlier versions of our DPA can sign our current DPA at any time. Please reach out to your account representative.

### 3. Does the GDPR require EU personal data to stay in the EU?

The GDPR does not require EU data to reside in the EU. It does require that certain regulatory and contractual conditions be met if personal data is transferred to a third country. Code42 provides the required contractual provisions in our DPA, which includes Standard Contractual Clauses as approved by the European Commission (“SCCs”) to lawfully transfer personal data outside the EU.

### 4. Does Brexit affect my service and data transfers with Code42?

As of January 1, 2020, the UK is a third country for GDPR purposes. However, the UK and EU reached an agreement that transmission of personal data from the EU to the UK will not be considered a transfer to a third country for an interim period of four months (and up to six months). Data can continue to be transferred between the EU and the UK without a specific data transfer mechanism during this period. If the UK does not receive an adequacy decision from the European Commission before the end of this period, data can continue to be transferred from the EU to the UK using the data transfer mechanism (SCCs) in Code42’s DPA.

Transfers of data from the UK to the EU are subject to the UK GDPR. The UK government has confirmed that such transfers are not restricted and can continue without the need for further transfer mechanisms to be put in place.

## 5. How does the Schrems II decision impact Code42 services?

Under the GDPR, companies that transfer personal data outside of the EU must have a legal basis to ensure the continued protection of such data. On July 16, 2020, the Court of Justice of the European Union (“CJEU”) invalidated the EU-US Privacy Shield framework, which means companies can no longer rely on the framework to transfer personal data from the EU to the US. The CJEU confirmed the validity of the European Commission’s SCCs as a legal mechanism for the transfer of EU personal data. Code42 customers can rely on the SCCs, which are incorporated into our DPA.

## 6. How does Code42 handle government requests for access to customer data?

At Code42, we are committed to maintaining customer privacy and confidentiality. Information about our policies and practices with respect to requests for customer data by law enforcement or government entities can be found [here](#).

## 7. Does Code42 use sub-processors?

Code42 uses sub-processors in the performance of services that may require the transfer of customer data for purposes of hosting data, providing customer support, and ensuring the services are working properly. These sub-processors can include affiliates of Code42 as well as third party organizations. As described in the DPA, Code42 takes responsibility for the actions of its sub-processors. Up-to-date information about our sub-processors can be found [here](#).

## 8. Does Code42 comply with HIPAA?

Code42 has a Business Associate Agreement that we will enter into with any customer that has data regulated by the United States Health Insurance Portability and Accountability Act (“HIPAA”). For customers that have entered into contracts as a business associate with covered entities, Code42 also has a Subcontractor Business Associate Agreement. Learn more about [Code42 and HIPAA compliance](#).