

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the Master Subscription and Services Agreement (“**Agreement**”) between CARMA, Inc. (“**Company**”) acting on its own behalf and as agent for each Company Affiliate; and Subscriber acting on its own behalf and as agent for each Subscriber Affiliate. This DPA is effective upon its incorporation into the Agreement, which incorporation may be specified in the Agreement.

The terms used in this DPA shall have the meanings set forth in this DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

The parties hereby agree that the terms and conditions set out below shall be added as an amendment to the Agreement.

1. Definitions.

- 1.1. “**Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either Subscriber or Company respectively, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- 1.2. “**Controller,**” “**Processor,**” “**Data Subject,**” “**Personal Data,**” “**Processing,**” “**Supervisory Authority,**” “**Personal Data Breach,**” and “**Special Categories of Personal Data**” shall have the same meaning as in the Data Protection Laws;
- 1.3. “**Data Protection Laws**” shall mean the EU General Data Protection Regulation 2016/679 (“**GDPR**”), as well as any other applicable national rule and legislation on the protection of personal data in the European Union that is already in force or that will come into force during the term of this DPA, including any measure, guideline and opinion issued by the data protection authorities, the Working Party under Article 29 of Directive 95/46/EC, the European Data Protection Board under Article 63 *et seq.* of the GDPR and any other competent authority, and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union, or, and to the extent applicable, the data protection or privacy laws of any other Member State of the EEA;
- 1.4. “**EEA**” means the European Economic Area as well as any country for which the European Commission has published an adequacy decision as published at https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en;
- 1.5. “**Restricted Transfer**” means the onward transfer of Subscriber Personal Data that is located in the EEA to Company in a country that is not in the EEA, where such transfer would be prohibited by Data Protection Laws in the absence of the Standard Contractual Clauses or another adequate transfer mechanism as approved by the European Commission;
- 1.6. “**Standard Contractual Clauses**” means the Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 attached to this DPA as **Exhibit 1**;
- 1.7. “**Subprocessor**” means any Processor (including any third party and any Company Affiliate) appointed by Company to Process Subscriber Personal Data on behalf of Subscriber or any Subscriber Affiliate; and
- 1.8. “**Subscriber Personal Data**” means any Personal Data Processed by Company or any Company Affiliate on behalf of Subscriber or any Subscriber Affiliate pursuant to or in connection with the Agreement or any related SOW.

2. **Data Processing Terms.** While providing the Services to Subscriber and Subscriber Affiliates pursuant to the Agreement, Company and Company Affiliates may Process Subscriber Personal Data on behalf of Subscriber or any Subscriber Affiliate as per the terms of this DPA. Company agrees to comply with the following provisions with respect to any Subscriber Personal Data submitted by or for Subscriber or any Subscriber Affiliate to the Services or otherwise collected and Processed by or for Subscriber or any Subscriber Affiliate by Company or any Company Affiliate.
3. **Processing of Subscriber Personal Data.** Company shall not Process Subscriber Personal Data other than on Subscriber's documented instructions unless Processing is required by Data Protection Laws to which Company is subject, in which case Company shall to the extent permitted by Data Protection Laws inform Subscriber of that legal requirement before Processing Subscriber Personal Data. For the avoidance of doubt, the Agreement and any related SOW entered into by Subscriber shall constitute documented instructions for the purposes of this DPA. Subscriber shall be responsible for: (1) giving adequate notice and making all appropriate disclosures to Data Subjects regarding Subscriber's use and disclosure and Company's Processing of Subscriber Personal Data; and (2) obtaining all necessary rights, and, where applicable, all appropriate and valid consents to disclose such Subscriber Personal Data to Company and to permit the processing of such Subscriber Personal Data by Company for the purposes of performing Company's obligations under the Agreement or as may be required by Data Protection Laws. Subscriber shall notify Company of any changes in, or revocation of, the permission to use, disclose, or otherwise process Subscriber Personal Data that would impact Company's ability to comply with the Agreement, or applicable Data Protection Laws.
4. **Confidentiality.** Company shall take reasonable steps to ensure that individuals that process Subscriber Personal Data are subject to obligations of confidentiality or are under an appropriate statutory obligation of confidentiality.
5. **Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Company shall in relation to Subscriber Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
6. **Subprocessing.** Company may engage such Subprocessors as Company considers reasonably appropriate for the processing of Subscriber Personal Data in accordance with this DPA, provided that Company shall notify Subscriber of the addition or replacement of such Subprocessor and Subscriber may, on reasonable grounds, object to a Subprocessor by notifying Company in writing within 10 days of receipt of Company's notification, giving reasons for Subscriber's objection. Upon receiving such objection, Company shall: (1) work with Subscriber in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and (2) where such change cannot be made within 10 days of Company's receipt of Subscriber's notice, Subscriber may by written notice to Company with immediate effect terminate the portion of the Agreement or relevant SOW to the extent that it relates to the Services which require the use of the proposed Subprocessor. This termination right is Subscriber's sole and exclusive remedy to Subscriber's objection of any Subprocessor appointed by Company. Company shall require all Subprocessors to enter into an agreement with equivalent effect to the Processing terms contained in this DPA. Company shall remain fully liable for all the acts and omissions of each Subprocessor.
7. **Data Subject Rights.** Company shall promptly notify Subscriber if it receives a request from a Data Subject under any Data Protection Laws in respect to Subscriber Personal Data. In the event that any Data Subject exercises any of its rights under the Data Protection Laws in relation to Subscriber Personal Data, Company will shall use reasonable commercial efforts to assist Subscriber in fulfilling its obligations as Controller following written request from Subscriber, provided that Company may charge Subscriber on a time and materials basis in the event that Company considers, in its reasonable discretion, that such assistance is onerous, complex, frequent, or time consuming.

8. **Personal Data Breach.** In the event of a Personal Data Breach, Company will notify Subscriber without undue delay after becoming aware of the Personal Data Breach. Such notification may be delivered to an email address provided by Subscriber or by direct communication (for example, by phone call or an in-person meeting). Subscriber is solely responsible for ensuring that the appropriate notification contact details are current and valid. Company will take reasonable steps to provide Subscriber with information available to Company that Subscriber may reasonably require to comply with its obligations as Controller to notify impacted Data Subjects or Supervisory Authorities.
9. **Data Protection Impact Assessment and Prior Consultation.** In the event that Subscriber considers that the Processing of Subscriber Personal Data requires a privacy impact assessment to be undertaken or requires assistance with any prior consultations to any Supervisory Authority of Subscriber, following written request from Subscriber, Company shall use reasonable commercial efforts to provide relevant information and assistance to Subscriber to fulfil such request, provided that Company may charge Subscriber on a time and materials basis in the event that Company considers, in its reasonable discretion, that such assistance is onerous, complex, frequent, or time consuming.
10. **Deletion or Return of Subscriber Personal Data.** Unless otherwise required by applicable Data Protection Laws, following termination or expiration of the Agreement Company shall, at Subscriber's option, delete or return all Subscriber Personal Data and all copies to Subscriber.
11. **Relevant Records and Audit Rights.** Company shall make available to Subscriber on request all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections by Subscriber or an auditor mandated by Subscriber, not being competitors of Company (“**Mandated Auditor**”) of any premises where the Processing of Subscriber Personal Data takes place in order to assess compliance with this DPA. Company shall provide reasonable cooperation to Subscriber in respect of any such audit and shall at the request of Subscriber, provide Subscriber with relevant records of compliance with its obligations under this DPA. Company shall promptly inform Subscriber if, in its opinion, a request infringes the Data Protection Laws or any other confidentially obligations with Company’s other customers. Subscriber agrees that: (1) audits may only occur during normal business hours, and where possible only after reasonable notice to Company (not less than 20 days' advance written notice); (2) audits will be conducted in a manner that does not have any adverse impact on Company's normal business operations; (3) Subscriber and any Mandated Auditor will comply with Company's standard safety, confidentiality, and security procedures in conducting any such audits; and (4) any records, data, or information accessed by Subscriber or any Mandated Auditor in the performance of any such audit will be deemed to be the Confidential Information of Company. To the extent any such audit incurs in excess of 20 hours of Company personnel time, Company may charge Subscriber on a time and materials basis for any such excess hours.
12. **International Data Transfer.** In the event that any Subscriber transfers any Subscriber Personal Data to Company in a country outside the EEA, Subscriber on behalf of itself and each Subscriber Affiliate as data exporter and Company on behalf of itself and each Company Affiliate as data importer shall enter into the Standard Contractual Clauses, as set forth in **Exhibit 1**, which terms shall take precedence over those in this DPA. In the event that the Standard Contractual Clauses cease to be recognized as a legitimate basis for the transfer of Personal Data to an entity located outside the EEA, Subscriber shall cooperate with Company to identify and implement an alternative legitimate basis to the extent that one is required by the Data Protection Laws. The Standard Contractual Clauses shall come into effect on the later of: (1) the data exporter becoming a party to them; (2) the data importer becoming a party to them; and (3) commencement of the relevant Restricted Transfer.
13. **General Terms.** Any obligation imposed on Company under this DPA in relation to the Processing of Personal Data shall survive any termination or expiration of this DPA. Should any provision of this DPA be

invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either: (1) amended as necessary to ensure its validity and enforceability, while preserving the intent of the provision as closely as possible or, if this is not possible, (2) construed in a manner as if the invalid or unenforceable part had never been contained therein. With regard to the subject matter of this DPA, the provisions of this DPA shall prevail over the Agreement with regard to data protection obligations for Personal Data of a Data Subject under Data Protection Laws.

EXHIBIT 1: STANDARD CONTRACTUAL CLAUSES

Commission Decision C(2010)593 Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Data Exporter and Data Importer are as defined in Appendix 1.

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1 **Definitions**

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2 **Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3 **Third-party beneficiary clause**

- 1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- 2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has

ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data

- exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
 - (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
 - (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
 - (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
 - (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
 - (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
 - (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
 - (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
 - (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6 **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in

Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The data exporter's activities relevant to the transfer shall be as is described in any Service Order that makes reference to, is incorporated under, or is subject to the Agreement agreed to between data importer and data exporter.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

CARMA, Inc. shall act as data importer. The data importer's activities relevant to the transfer shall be as is described in any Service Order that makes reference to, is incorporated under, or is subject to the Agreement agreed to between data importer and data exporter.

Data subjects

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

The personal data transferred concern the categories of data subjects described in any Service Order that makes reference to, is incorporated under, or is subject to the Agreement agreed to between data importer and data exporter.

Categories of data

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

The personal data transferred concern the categories of data described in any Service Order that makes reference to, is incorporated under, or is subject to the Agreement agreed to between data importer and data exporter.

Special categories of data (if appropriate)

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

The personal data transferred concern the categories of special categories of data (if any) described in any Service Order that makes reference to, is incorporated under, or is subject to the Agreement agreed to between data importer and data exporter.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The personal data transferred concern the basic processing activities described in any Service Order that makes reference to, is incorporated under, or is subject to the Agreement agreed to between data importer and data exporter.

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

1. The data importer has implemented and will maintain a reasonable administrative, technical, and physical safeguards intended to protect personal information that are appropriate to: (1) the size, scope, and type of the data importer's business, (2) the resources available to data importer, (3) the type of information stored by data importer, and (4) the need for security and confidentiality of such information.
2. More specifically,
 - 2.1. The data importer shall take and implement adequate technical and organizational measures to protect the personal data against unauthorized or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed.
 - 2.2. The data importer shall notify the data exporter of any personal data breach.
 - 2.3. The data importer shall implement measures to ensure the confidentiality, integrity, and availability of processing systems and services.
 - 2.4. The data importer shall implement a process for regular testing, accessing, and evaluating the effectiveness of technical and organizational measures.
 - 2.5. Any personal data shall be stored in accordance with the practice and procedures of the data importer, as disclosed to the data exporter.