

DATA PROCESSING ANNEX

THIS DATA PROCESSING ANNEX IS PART OF THE AGREEMENT BETWEEN CUSTOMER AND SUPPLIER TO REFLECT THE PARTIES' AGREEMENT WITH REGARD TO THE PROCESSING OF PERSONAL DATA BY SUPPLIER ON BEHALF OF CUSTOMER THAT ARE SUBJECT TO THE EU DATA PROTECTION DIRECTIVE 95/46/EC UNTIL 25 MAY 2018 AND THE GENERAL DATA PROTECTION REGULATION (EU) 2016/679 ON AND FROM 25 MAY 2018. SUCH PERSONAL DATA SHALL HEREINAFTER BE REFERRED TO AS "Personal Data".

This DPA was last updated on November 19th, 2018.

BACKGROUND INFORMATION

In the course of providing the Services to Customer pursuant to the Agreement, Supplier may Process Personal Data on behalf of Customer. The Parties agree to comply with the following provisions with respect to any Personal Data submitted by or for Customer to the Services or collected and Processed by or for Customer using the Services.

This DPA also includes the Standard Contractual Clauses adopted by the European Commission in order to provide adequate safeguards with respect to the data processed under the Agreement. These Standard Contractual Clauses are hereto attached as Exhibit 1.

1. GLOSSARY OF DEFINED WORDS AND PHRASES

All definitions as subscribed in article 1 of the Agreement have the same meaning in this DPA, unless otherwise defined in this section.

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws and Regulations" means all laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the individual to whom Personal Data relates.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.



“**Security and Privacy Documentation**” means the Security and Privacy Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via <https://www.solvace.com/legal/security.pdf> or as otherwise made available by Supplier.

“**Standard Contractual Clauses**” means the agreement executed by and between Customer and Supplier and attached hereto as Exhibit 1 pursuant to the European Commission’s decision of 5 February 2010 on 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.

“**Sub-processor**” means any Data Processor engaged by Supplier or EFESO.

2. PROCESSING OF PERSONAL DATA

2.1. Roles of the Parties

The Parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Data Controller, Supplier is a Data Processor and that Supplier or EFESO will engage Sub-processors pursuant to the requirements set forth in section 4 “Sub-processors” below.

2.2. Supplier’s Processing of Personal Data

Supplier shall not process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than: (i) to process Personal Data as necessary to provide the Services under the Agreement and/or otherwise in accordance with the documented instructions of Customer; or (ii) as required to comply with a US, EU or Member State law to which Supplier is subject, in which case Supplier shall (to the extent permitted by law) inform the Customer of that legal requirement before processing that Personal Data. Customer instructs Supplier to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) subject to section 7.3 of this DPA, Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.3. Deletion of Personal Data

Supplier shall delete or return the Personal Data at the end of the provision of the Services under the Agreement, to the extent reasonably possible and unless applicable law requires the retention of such Personal Data by Supplier.

2.4. Customer’s Instructions Must Be Lawful

Customer warrants that all Personal Data processed by Supplier has been and shall be collected and processed by Customer in accordance with Data Protection Laws including without limitation: (a) ensuring that all notifications to and approvals from regulators which are required by Data Protection Laws are made and maintained by Customer; and (b) ensuring that all Personal Data is collected and processed fairly and lawfully, is accurate and up to date and that a fair notice is provided to Data Subjects which



describes the Processing to be undertaken by Supplier pursuant to the Services provided under the Agreement..

3. RIGHTS OF DATA SUBJECTS

3.1. Correction, Blocking and Deletion

To the extent Customer, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws and Regulations, Supplier will use reasonable endeavors to comply with any commercially reasonable request by Customer to facilitate such actions to the extent Supplier is legally permitted to do so. To the extent legally permitted, Customer shall be responsible for the service hours incurred and any costs arising from Supplier's provision of such assistance.

3.2. Data Subject Requests

Supplier shall, to the extent legally permitted, notify Customer as soon as reasonably practicable if it receives any request or communication relating to the Customer's obligations under the Data Protection Laws in relation to the Personal Data. Supplier shall not respond to any such Data Subject request without Customer's prior written consent except to confirm that the request relates to Customer. Supplier shall co-operate with Customer and take such reasonable commercial steps as are directed by the Customer to enable Customer to comply with any exercise of rights by a Data Subject or comply with any assessment, enquiry, notice or investigation under the Data Protection Laws, provided in each case that Customer shall reimburse Supplier in full for all costs (including for internal resources and any third party costs) reasonably incurred by Supplier performing its obligations under this section. To the extent legally permitted, Customer shall be responsible for the service hours incurred and any third-party costs) reasonably incurred by Supplier performing its obligations under this section 3.2.

4. PERSONNEL

4.1. Confidentiality

Supplier shall ensure that its personnel engaged in the Processing of or have access to Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements or are subject to professional or statutory obligations of confidentiality. Supplier shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2. Limitation of Access

Supplier shall use commercially reasonable endeavors to ensure that Supplier's access to Personal Data is limited to those personnel who require such access to perform the Agreement and/or any Order Forms.



5. SUB-PROCESSORS

5.1. Appointment of Sub-processors

Customer acknowledges and agrees that (a) EFESO may be retained as Sub-processors; and (b) Supplier and EFESO respectively may engage third-party Sub-processors in connection with the provision of the Services.

5.2. Liability

Supplier shall be liable for the acts and omissions of its Sub-processors to the same extent Supplier would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

6.1. Controls for the Protection of Personal Data

Supplier shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data. Supplier regularly monitors compliance with these safeguards. Supplier will not materially decrease the overall security of the Services during the term of the Agreement.

7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

Supplier maintains security incident management policies and procedures specified in the Security and Privacy Documentation and shall, to the extent permitted by law, upon becoming aware of a data breach involving Personal Data: (a) notify Customer without undue delay; and (b) co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of that data breach, provided in each case that unless the data breach is a result of Supplier's violation of the requirements of this DPA, Customer shall reimburse Supplier in full for all costs (including for internal resources and any third party costs) reasonably incurred by Supplier in performing the obligations under this section 7.

8. ADDITIONAL TERMS FOR EU PERSONAL DATA

8.1. Application of Standard Contractual Clauses



The Standard Contractual Clauses in Exhibit 1 (the “Standard Contractual Clauses”) and the additional terms in this Section 8 will apply to the Processing of Personal Data by Supplier in the course of providing the Services:

8.1.1. The Standard Contractual Clauses apply only to Personal Data that is transferred from the European Economic Area (EEA) to outside the EEA, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the EU Data Protection Directive), and (ii) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for personal data, including but not limited to Binding Corporate Rules for Processors. The Standard Contractual Clauses shall only apply where the Customer (or its Affiliate, as applicable) is required to comply with Data Protection Laws and Regulations in respect of the Processing of the Personal Data by Supplier and its Sub-processors on behalf of the Customer (or its Affiliate, as applicable).

8.1.2. The Standard Contractual Clauses apply to (i) the Customer that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased Services on the basis of an Order Form. For the purpose of the Standard Contractual Clauses and this Section 8, the aforementioned entities shall be deemed “Data Exporters”.

The Standard Contractual Clauses also include:

- Appendix 1, which includes specifics on the personal data transferred by the data exporter to the data importer
- Appendix 2, which includes a description of the technical and organizational security measures implemented by the data importer as referenced.

8.2. Objective

The objective of Processing of Personal Data by Supplier is the performance of the Services pursuant to the Agreement and any Order Forms.

8.3. Instructions



This DPA and the Agreement and any Order Forms are Data Exporter's complete and final instructions to Data Importer for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Data Exporter to process Personal Data: (a) processing in accordance with the Agreement and applicable Order Form(s); and (b) processing initiated by Authorized End Users in their use of the Services.

8.4. Sub-processors

Pursuant to Clause 5(h) of the Standard Contractual Clauses, the Data Exporter acknowledges and expressly agrees that EFESO may be retained as Sub-processors; and (b) Supplier and EFESO respectively may engage third-party Sub-processors in connection with the provision of the Services.

8.4.1. Current Sub-processors and Notice of New Sub-processors

Microsoft, Google, Rackspace International GMBH, Freshdesk, Slack, Sentry, along with EFESO, are the current Sub-processors utilized by Supplier to provide the Services. Data Importer shall provide Data Exporter with notice of any new Sub-processor(s) that are not EFESO to Process Personal Data that are to be utilized by Supplier in connection with the provision of the Services at least ten (10) business days prior to such utilization.

8.4.2. Objection Right for new Sub-processors

If Data Exporter has a reasonable basis to object to Data Importer's use of such new Sub-processor, Data Exporter shall notify Data Importer promptly in writing within 10 business days after receipt of Data Importer's notice. In the event Data Exporter objects to a new Sub-processor(s) and that objection is not unreasonable Data Importer will use reasonable endeavors to make available to Data Exporter a change in the affected Services or recommend a commercially reasonable change to Data Exporter's configuration or use of the affected Services to avoid processing of Personal Data by the objected-to new Sub processor without unreasonably burdening Data Exporter. If Data Importer is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Data Exporter may terminate the applicable Order Form(s) in respect only to those Services which cannot be provided by Data Importer without the use of the objected-to new Sub-processor, by providing written notice to Data Importer. Data Exporter shall receive a refund of any prepaid fees for the period following the effective date of termination in respect of such terminated Services.

8.4.3. Sub-processor Agreements



The Parties agree that the copies of the Sub-processor agreements that must be sent by the Data Importer to the Data Exporter pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by the Data Importer beforehand; and, that such copies will be provided by Data Importer only upon reasonable request by Data Exporter.

8.5. Audits and Certifications

The Parties agree that the audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Data Exporter's request, and subject to the confidentiality obligations set forth in the Agreement, Data Importer shall make available to Data Exporter (or Data Exporter's independent, third-party auditor that is not a competitor of Supplier) information regarding EFESO's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Security and Privacy Documentation to the extent Supplier makes them generally available to its customers. Customer may contact Data Importer in accordance with the "Notices" Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data in accordance with the Audit provisions of the Agreement. Customer shall reimburse Data Importer for any time expended for any such on-site audit at EFESO's then-current professional services rates, which shall be made available to Data Exporter upon request. Before the commencement of any such on-site audit, Data Exporter and Data Importer shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Data Exporter shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Data Importer. Data Exporter shall promptly notify Data Importer with information regarding any non-compliance discovered during the course of an audit.

8.6. Certification of Deletion

The Parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) shall be provided by the Data Importer to the Data Exporter only upon Data Exporter's request.

8.7. Conflict

In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses in Exhibit 1, the Standard Contractual Clauses shall prevail.

9. LEGAL EFFECT



This DPA shall only become legally binding between Customer and Supplier when an Order Form has been countersigned and delivered to Supplier by Customer.

EXHIBIT 1: 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 Customer (the data exporter) and Supplier (the data importer) 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

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.

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.

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.

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

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.

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.

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

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.

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

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.

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.

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

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.

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.

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.

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

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.



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:

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Data Exporter established within the European Economic Area (EEA) and Switzerland that have purchased Services on the basis of one or more Order Form(s).

Data importer

The data importer is the Supplier.

Supplier is a provider of hosted products and services utilizing proprietary internal technologies and systems, which are useful to third party companies, with a view to improve such third party companies' internal and external efficiency. Together, these hosted products and services form a Software-as-a-Service for building excellence capabilities. The hosted products and services process personal data upon the instructions of the data exporter in accordance with the terms of the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects:

Data exporter may submit Personal Data to the Services in the amounts and categories as are determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

Active or previous customers or prospects of data exporter and its Affiliates (who are natural persons)

Employees, agents or contractors of data exporter and its Affiliates (who are natural persons)

Data exporter's Users who are authorized by data exporter to use the Services



Categories of data

The personal data transferred concern the following categories of data:

Data exporter may submit Personal Data to the Services, in the amounts and categories as are determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data: First, Last and Middle Name, Contact Information, Account Information, ID data, personal life data, connection data and localization data.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

Data exporter may submit special categories of data to the Services, in the amounts and categories as are determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade- union membership, and the processing of data concerning health or sex life.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

The objective of Processing of Personal Data by data importer is the performance of the Services pursuant to the Agreement.

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

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Security and Privacy Documentation applicable to the Services purchased by data exporter, as updated from time to time, and accessible via <https://www.solve.com/legal/security.pdf> or as otherwise provided by data importer.