

## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of Thumbtel's Terms of Use, or other written or electronic agreement between Thumbtel and Customer for the purchase of services from Thumbtel (identified either as “Services” or otherwise in the applicable agreement, and hereinafter defined as “**Services**”) (the “**Agreement**”) to reflect the parties’ agreement with regard to the Processing of Personal Data. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

In the case of conflict or ambiguity between: (i) this DPA and the Agreement, the provisions of this DPA will prevail; and (ii) this DPA and the SCCs, the provisions of the SCCs will prevail.

In the course of providing the Services to Customer pursuant to the Agreement, Thumbtel may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

### DATA PROCESSING TERMS

#### 1. Definitions and interpretation

The following definitions and rules of interpretation apply in this DPA.

##### 1.1 Definitions:

<b>'Affiliate'</b>	means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
<b>'Authorised Persons'</b>	means employees, agents and independent contractors who are authorised by the Customer to use the Services.
<b>'Customer'</b>	the customer identified in the applicable invoice or Agreement.
<b>'Data Incident'</b>	the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Thumbtel or its Sub-processors of which Thumbtel becomes aware.
<b>'Data Subject'</b>	an individual who is the subject of Personal Data.
<b>'Personal Data'</b>	means any information relating to an identified or identifiable natural person that is processed by Thumbtel as a result of, or in connection with, the provision of the services under the Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
	<b>Controller and Processor:</b> as defined in the Data Protection Legislation.
<b>'Processing, processes and process'</b>	any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as

collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

**'Data Protection Legislation'** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**'UK Data Protection Legislation'** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**'Sub-processor'** means any Processor or service provider engaged by Thumbtel or its Affiliates.

**'Standard Contractual Clauses (SCCs)'** the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU, a completed copy of which comprises Annex 2.

**'Thumbtel'** means Thumbtel Ltd incorporated and registered in England and Wales with company number 06504172 whose registered office is at 14 East Bay Lane, Here East, Queen Elizabeth Olympic Park, London, E15 2GW, United Kingdom.

## 2. **Personal data types and processing purposes**

2.1 The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Thumbtel is the Processor and that Thumbtel or its Affiliates will engage Sub-processors pursuant to the requirements set forth in clause 7 (Sub-processors) below.

2.2 The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 (Details of the Processing) to this DPA.

## 3. **Customer's obligations**

Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Legislation. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Legislation. Customer shall have sole responsibility for the collection, accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer shall ensure that it informs any Data Subjects whose Personal Data is disclosed to Thumbtel and Processed pursuant to the Agreement

and this DPA, that Customer may use and disclose their Personal Data to Thumbtel in such a manner, and that the relevant Data Subjects have, where necessary, consented to such Processing and disclosure. Customer shall be solely responsible for ensuring the Personal Data processed by Thumbtel in accordance with the Agreement and this DPA is Processed on lawful grounds. Customer shall ensure it implements suitable measures to safeguard the Data Subjects' fundamental rights and freedoms.

#### 4. **Thumbtel's obligations**

Thumbtel shall treat Personal Data as confidential information and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Authorised Persons in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

#### 5. **Rights of Data Subjects**

Thumbtel shall, to the extent legally permitted and where the Data Subject has identified Customer as the relevant Controller, promptly notify Customer if Thumbtel receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure, data portability, objection to the Processing, or its right not to be subject to automated individual decision making ("**Data Subject Request**"). Taking into account the nature of the Processing, Thumbtel shall assist Customer by appropriate technical and organisational measures, insofar as this is reasonably possible and technically feasible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Legislation. To the extent legally permitted, Customer shall be responsible for any reasonable costs arising from Thumbtel's provision of such assistance, which shall be notified to the Customer for approval prior to being incurred.

#### 6. **Thumbtel's employees**

Thumbtel shall ensure that its personnel engaged in the Processing of 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.

#### 7. **Sub-processors**

7.1 Customer acknowledges and agrees that: (a) Thumbtel's Affiliates may be retained as Sub-processors; and (b) Thumbtel and its Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services Thumbtel and its Affiliates have entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

7.2 Customer may find a current list of Sub-processors for the Services at <https://www.thumbtel.com/gdpr-subprocessors/> ("**Sub-processor List**"). The Sub-processor List shall include the identities of those Sub-processors and their country of location. Thumbtel shall notify Customer of new Sub-processors for each applicable Service by updating the Sub-processor List and notifying Customer via email before authorising any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

7.3 Where the Customer does not object in writing to Thumbtel's notice pursuant to this clause within seven (7) calendar days, the Customer shall be deemed to have authorised the relevant change or addition. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Thumbtel will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of

the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Thumbtel is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Agreement with respect only to those Services which cannot be provided by Thumbtel without the use of the objected-to new Sub-processor, by providing written notice to Thumbtel.

## 8. **Aggregated and anonymised data**

Customer acknowledges that Thumbtel may derive aggregated or anonymised data from the Services that is irreversibly disassociated with the Customer and may use such information for commercial purposes such as product improvement ("**Thumbtel Data**"). Thumbtel shall own all right, title and interest in and to the Thumbtel Data. For the avoidance of doubt, Thumbtel Data shall not be considered confidential information.

## 9. **Security**

9.1 Thumbtel shall maintain appropriate technical and organisational measures for protection of the security (including protection against unauthorised or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the security documentation at <https://www.thumbtel.com/youmail-operational-security/> regularly monitors compliance with these measures. Thumbtel will not materially decrease the overall security of the Services during the term of the Agreement.

## 10. **Data Incident**

10.1 Thumbtel shall notify Customer without undue delay after becoming aware of any Data Incident. Thumbtel shall make reasonable efforts to identify the cause of such Data Incident and take those steps as Thumbtel deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within Thumbtel's control.

## 11. **Cross-border transfers of Personal Data**

11.1 Thumbtel shall not transfer Personal Data to any country outside of the UK or EEA without prior written consent from Customer, except for:

- (a) transfers to and from any country which has a valid adequacy decision from the European Commission;
- (b) transfers to and from any organisation which participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that Thumbtel (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679), including, where required, the use of SCCs; or
- (c) transfers that otherwise comply with Data Protection Legislation.

11.2 For the avoidance of doubt, any transfers of Personal Data directly from Customer to Thumbtel's Affiliate as required in connection with receipt of the Services under the Agreement shall be governed by the SCCs contained in Annex 2 and Customer hereby agrees that the SCCs are deemed to be executed by the Customer by way of click-through signature of the Agreement in accordance with clause 15.

## 12. **Term and termination**

This DPA will remain in full force and effect so long as:

- (a) the Agreement remains in effect; or
- (b) Thumbtel retains any Personal Data related to the Agreement in its possession or control.

**13. Limitation of liability**

13.1 Each party's and its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability contained within the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and its Affiliates under the Agreement.

**14. Data return and destruction**

Upon Customer's written request at any time during the term of the Agreement, Thumbtel shall, at the request of the Customer, return Personal Data to Customer or to the extent allowed by applicable law, delete Personal Data within a reasonable period.

**15. Click-through signature**

Click-through signature of the Agreement shall constitute deemed acceptance of its terms, including this DPA and the SCCs attached at Annex 2, by the Customer.

This DPA has been entered into on the date of click-through signature of the Customer in accordance with clause 15.

**THUMBTEL LTD**

DocuSigned by:  
*Andrew Munarriz*  
Signature: \_\_\_\_\_  
DEE49608E75649C...

Print Name: Andrew Munarriz

Title: Director

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

## **Annex 1: Details of the Processing**

### **Duration of Processing:**

Personal Data will be Processed for the duration of the Agreement, unless otherwise agreed upon in writing.

### **Nature of Processing:**

Personal Data will be Processed as necessary to perform the Services pursuant to the Agreement, for marketing and analytics purposes and as further instructed by Customer in its use of the Services.

### **Personal Data Categories:**

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

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Authorised Persons authorised by Customer to use the Services

### **Data Subject Types:**

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

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Behavioral and profile data
- Personal preferences
- Connection data
- Location data

## Annex 2: Standard Contractual Clauses

### Standard Contractual Clauses

#### How these Standard Contractual Clauses apply

The Standard Contractual Clauses as detailed in this Addendum ('**SCC**') shall form part of the applicable existing data processing addendum ('**DPA**') entered into by the in respect of the intra-group processing of personal data pursuant to this Agreement. The SCC reflect the parties' agreement with regard to such transfers of personal data. All capitalised terms not defined herein shall have the meaning set forth in the Agreement and DPA.

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

Name of the data exporting organisation: Customer (details set out in the applicable invoice)

address:

tel:

fax:

e-mail:

Other information needed to identify the organisation

(the '**data exporter**')

Name of the data importing organisation: YouMail Inc

address: 43 Corporate Park, Suite 200, Irvine, CA 92606

tel: +1-800-374-0013

fax: +1-310-919-3525

e-mail: [support@youmail.com](mailto:support@youmail.com)

Other information needed to identify the organisation Company No.4240065

(the '**data importer**')

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 Annex A.

#### 1. Definitions

For the purposes of the Clauses:

**'personal data', 'special categories of data',** 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

<b>'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'</b>	individuals with regard to the processing of personal data and on the free movement of such data (1);
<b>'data exporter'</b>	the controller who transfers the personal data;
<b>'data importer'</b>	the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its 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;
<b>'sub-processor'</b>	any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor 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 its instructions, the terms of the Clauses and the terms of the written subcontract;
<b>'applicable data law protection'</b>	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; and
<b>'technical and organisational security measures'</b>	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.

## 2. **Details of the transfer**

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

## 3. **Third party beneficiary clause**

3.1 The data subject can enforce against the data exporter this Clause 3, Clause 4(b), to Clause 4(i), Clause 5(a) to Clause 5(e) and Clause 5(g) to Clause 5(j), Clause 7, Clause 8.2, Clause 9 to Clause 12 as third-party beneficiary.

3.2 The data subject can enforce against the data importer this Clause 3.2, Clause 5(a) to Clause 5(e) and Clause 5(g), Clause 6, Clause 7, Clause 8.2 and Clause 9 to Clause 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.

3.3 The data subject can enforce against the sub-processor this Clause 3.3, Clause 5(a) to Clause 5(e) and Clause 5(g), Clause 6, Clause 7, Clause 8.2 and Clause 9 to Clause 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 sub-processor shall be limited to its own processing operations under the Clauses.

- 3.4 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.

**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 Annex B 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 sub-processor 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 Annex B and a summary description of the security measures, as well as a copy of any contract for sub-processing 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to Clause 4(i).

**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 Annex B 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 sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex B 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 sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11; and
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

## 6. **Liability**

- 6.1 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 sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with Clause 6.1 against the data exporter, arising out of a breach by the data importer or its sub-processor 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.

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

6.4 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in Clause 6.1 and Clause 6.2, arising out of a breach by the sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.

## 7. **Mediation and jurisdiction**

7.1 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.

7.2 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.

## 8. **Cooperation with supervisory authorities**

8.1 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.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, 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.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to Clause 8.2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

## 9. **Governing law**

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

**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 Clauses.

**11. Sub-processing**

11.1 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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor 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 sub-processor's obligations under such agreement.

11.2 The prior written contract between the data importer and the sub-processor 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 Clause 6.1 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 sub-processor shall be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in Clause 11.1 shall be governed by the law of the Member State in which the data exporter is established.

11.4 The data exporter shall keep a list of sub-processing 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.

**12. Obligation after the termination of personal data processing services**

12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor 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.

12.2 The data importer and the sub-processor 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 Clause 12.1.

**On behalf of the data exporter:**

Name (written out in full):

Customer (details as set out in the applicable invoice).

Customer is deemed to have signed the SCCs in accordance with clause 15 of the DPA.

**On behalf of the data importer:**

Name (written out in full):

Alex Quilici

Position:

CEO

Address:

43 Corporate Park, Suite 200, Irvine, CA 92606

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

Company No.4240065

Signature

DocuSigned by:



37B3E6F9437844C

(Stamp of organisation)

**Annex A to Annex 2**

To the Standard Contractual Clauses

This Annex 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 Annex A.

Data exporter

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

Annex 1 of the Agreement includes full details of the processing activities.

## **Annex B to Annex 2**

To the Standard Contractual Clauses

This Annex B 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 Clause 4(d) and Clause 5(c) (or documents/legislation attached):

The data importer shall comply with the technical and organisational security measures as specified in Security Controls.