

# DATA PROCESSING ADDENDUM

(CONNECTOR73 Binding Corporate Rules and Standard Contractual Clauses)

This Data Processing Addendum (“**DPA**”) forms part of the Master Subscription Agreement between Customer and XYZRD GROUP OU as operator of CONNECTOR73 or other written or electronic agreement between XYZRD GROUP OU and Customer for the purchase of online services from CONNECTOR73 (the “**Agreement**”) to reflect the parties’ agreement with regard to the Processing of Customer Data, including Personal Data, in accordance with the requirements of Data Protection Laws and Regulations. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

## HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Schedules 1, 2, 3 and 4 (including Appendices 1 to 3).
2. This DPA has been pre-signed on behalf of XYZRD GROUP OU. The Standard Contractual Clauses in Schedule 3 have been pre-signed by XYZRD GROUP OU. as the data importer.
3. To complete this DPA, Customer must:
  - 3.1. Complete the information in the signature box and sign.
  - 3.2. Complete the information as the data exporter.
  - 3.3. Complete the information in the signature box and sign.
4. Submit the completed and signed DPA to XYZRD GROUP OU via [dpa@xyzrd.com](mailto:dpa@xyzrd.com).

Upon receipt of the validly completed DPA at this email address, this DPA will become legally binding.

## HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the XYZRD GROUP entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with CONNECTOR73 or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the XYZRD GROUP OU entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

If the Customer entity signing the DPA is not a party to an Order Form nor a Master Subscription Agreement directly with CONNECTOR73, but is instead a customer indirectly via an authorized reseller of CONNECTOR73 services, this DPA is not valid and is not legally binding. Such entity should contact the authorized reseller to discuss whether any amendment to its agreement with that reseller may be required.

This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer’s Agreement (including any existing data processing addendum to the Agreement).

## DATA PROCESSING TERMS

In the course of providing the Services to Customer pursuant to the Agreement, XYZRD GROUP may Process Personal Data on behalf of Customer and XYZRD GROUP OU agrees to comply with the following provisions with respect to any Personal Data.

### 1. DEFINITIONS

**“Customer Data”** means what is defined in the Agreement as “Customer Data” or “Your Data.”

**“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, including 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.

**“Personal Data”** means any information relating to (i) an identified or identifiable person and, (ii) an identified or

identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where such data is submitted to the Services as Customer Data.

**“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.

**“CONNECTOR73 BCR”** means XYZRD GROUP OU binding corporate rules for the Processing of Personal Data, the most current version of which is available on CONNECTOR73’s website, currently located at <https://www.connector73.com/docs/pp.pdf>, which govern cross-border transfers of Personal Data to and between members of the CONNECTOR73 Group, and to third-party Sub-processors. The scope of application of the CONNECTOR73 BCR is set out in Section 9 below.

**“Security, Privacy and Architecture Documentation”** means the Security, Privacy and Architecture Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via <http://ucrm.connector73.com> and <http://www.connector73.com/docs/security.pdf>, or as otherwise made reasonably available by CONNECTOR73.

**“CONNECTOR73”** means the XYZRD GROUP OU entity which is a party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being XYZRD GROUP OU, a company registered in Estonia, as applicable.

**“CONNECTOR73 Group”** means CONNECTOR73 and its Affiliates engaged in the Processing of Personal Data.

**“Standard Contractual Clauses”** means the agreement executed by and between Customer and XYZRD GROUP OU and attached hereto as Schedule 4 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 CONNECTOR73 or a member of the CONNECTOR73 Group.

“**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

## 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, CONNECTOR73 is a Data Processor and that CONNECTOR73 or members of the CONNECTOR73 Group will engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.

**2.2 Customer’s Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

**2.3 CONNECTOR73’s Processing of Personal Data.** CONNECTOR73 shall only Process Personal Data on behalf of and in accordance with Customer’s instructions and shall treat Personal Data as Confidential Information. Customer instructs CONNECTOR73 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) 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.

**2.4 Scope and Purpose; Categories of Personal Data and Data Subjects.** The objective of Processing of Personal Data by CONNECTOR73 is the performance of the Services pursuant to the Agreement. The types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 3 (Details of the Processing) to this DPA.

## 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, CONNECTOR73 shall comply with any commercially reasonable request by Customer to facilitate such actions to the extent CONNECTOR73 is legally permitted to do so. To the extent legally permitted, Customer shall be responsible for any costs arising from CONNECTOR73’s provision of such assistance.

**3.2 Data Subject Request.** With effect from 25 May 2018, the following wording will replace Section 3.1 (“Data Subject Request”) in its entirety: **Data Subject Requests.** CONNECTOR73 shall, to the extent legally permitted, promptly notify Customer if CONNECTOR73 receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or its right not to be subject to an automated individual decision making (“Data Subject Request”). Taking into account the nature of the Processing, CONNECTOR73 shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer’s obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, CONNECTOR73 shall upon Customer’s request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent CONNECTOR73 is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from CONNECTOR73’s provision of such assistance.

## 4. CONNECTOR73 PERSONNEL

**4.1 Confidentiality.** CONNECTOR73 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. CONNECTOR73 shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

**4.2 Reliability.** CONNECTOR73 shall take commercially reasonable steps to ensure the reliability of any CONNECTOR73 personnel engaged in the Processing of Personal Data.

**4.3 Limitation of Access.** CONNECTOR73 shall ensure that CONNECTOR73's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

**4.4 Data Protection Officer.** Members of the CONNECTOR73 Group have appointed a data protection officer where such appointment is required by Data Protection Laws and Regulations. The appointed person may be reached at [privacy@xyzrd.com](mailto:privacy@xyzrd.com).

## 5. SUB-PROCESSORS

**5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) CONNECTOR73's Affiliates may be retained as Sub-processors; and (b) CONNECTOR73 and CONNECTOR73's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.

**5.2 List of Current Sub-processors and Notification of New Sub-processors.** CONNECTOR73 shall make available to Customer the current list of Sub-processors for the Services identified in Appendix 3 of the Standard Contractual Clauses attached hereto. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location ("**Sub-processor Lists**"). Customer may find on CONNECTOR73's [Trust and Compliance webpage](#) (also accessible via <http://www.connector73.com/legal/>) a mechanism to subscribe to additions to the Sub-processor Lists, to which Customer shall subscribe, and if Customer subscribed, CONNECTOR73 shall provide notification of such additions before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

**5.3 Objection Right for New Sub-processors.** If Customer has a reasonable basis to object to CONNECTOR73's use of a new Sub-processor, Customer shall notify CONNECTOR73 promptly in writing within ten (10) business days after receipt of CONNECTOR73's notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, and that objection is not unreasonable, CONNECTOR73 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 the Customer. If CONNECTOR73 is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by CONNECTOR73 without the use of the objected-to new Sub-processor by providing written notice to CONNECTOR73. CONNECTOR73 will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services.

**5.4 Liability.** CONNECTOR73 shall be liable for the acts and omissions of its Sub-processors to the same extent CONNECTOR73 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.** CONNECTOR73 shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data, as set forth in the Security, Privacy and Architecture Documentation. CONNECTOR73 regularly monitors compliance with these safeguards. CONNECTOR73 will not materially decrease the overall security of the Services during a subscription term.

**6.2 Third-Party Certifications and Audits.** CONNECTOR73 has obtained the third-party certifications and audits set forth in the Security, Privacy and Architecture Documentation. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, CONNECTOR73 shall make available to Customer that is not a competitor of CONNECTOR73 (or Customer's independent, third-party auditor that is not a competitor of CONNECTOR73) a copy of CONNECTOR73's then most recent third-party audits or certifications, as applicable, or any summaries thereof, that CONNECTOR73 generally makes available to its customers at the time of such request.

## 7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

CONNECTOR73 maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation and shall, to the extent permitted by law, promptly notify Customer of any actual or reasonably suspected unauthorized disclosure of Customer Data, including Personal Data, by CONNECTOR73 or its Sub-processors of which CONNECTOR73 becomes aware (a "**Security Breach**"). To the extent such Security Breach is caused by a violation of the requirements of this DPA by CONNECTOR73, CONNECTOR73 shall make reasonable efforts to identify and remediate the cause of such Security Breach.

## 8. RETURN AND DELETION OF CUSTOMER DATA

CONNECTOR73 shall return Customer Data to Customer and delete Customer Data in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation.

## 9. COOKIES

Like many websites, CONNECTOR73's website use "cookies" to collect information. CONNECTOR73 may set cookies for Customer's web browser as Customer visits CONNECTOR73's websites or as Customer uses the Services.

A cookie is a small piece of information that is stored on Customer's computer for the purpose of identifying his browser during interaction on websites. Cookies may also be used to store information such as identifiers and user preferences, during the validity period of the relevant cookie, when a browser accesses various website pages or when it returns on the same website. A website may set a cookie to the browser only if the browser's preferences allow it and only the issuer of a cookie may read or modify the information contained in such cookie. Furthermore, a browser only permits websites to access the cookies each particular website has set, never to those set by other websites.

CONNECTOR73 use various types of cookies:

1. Necessary: "strictly necessary cookie" : Certain cookies are necessary for Customer's usage of CONNECTOR73's website and are present for his every use of web. They do not contain any personal data.

2. Site experience: "functional cookie" : Functional cookies enable CONNECTOR73's site to remember Customer's choices and personal parameters in order to be able to propose to Customer more personalized functions during Customer's usage of CONNECTOR73's site.
3. Performance and Operation: "analytical cookie" : Analytical cookies permit to recognize visitors of CONNECTOR73's site and in general anonymized manner measure user information such as frequency of visits of sub-pages, length of visits etc. They enable to improve CONNECTOR73's website.

Why does CONNECTOR73 use cookies? The cookies installed on CONNECTOR73's website are exclusively intended to enable or facilitate communication by electronic means and are strictly necessary for the provision of the Services. When Customer browses CONNECTOR73's website and uses CONNECTOR73's application, cookies will be installed and accessed to help CONNECTOR73 analyzing Customer's experience and the traffic of CONNECTOR73's website. There is the option to manage the cookies used by configuring Customer's browser as described below.

How can Customer manage cookies? It is possible to manage cookies by several options. Most browsers are set by default and accept cookies, but Customer can choose to systematically accept or reject all cookies or only cookies from certain issuers. Customer may also configure Customer's browser to accept or reject cookies on a case by case basis prior to their installation. Customer may also regularly delete cookies from Customer's device terminal via Customer's browser. Customer should remember to set all the browsers of his different terminals (tablets, smartphones, computers).

Each browser has its own way of managing cookies and cookies settings. The configuration of each browser is described in its help menu, which will inform Customer of how to change their cookie settings. For example:

- for Internet Explorer™:  
<http://windows.microsoft.com/en-us/windows-vista/block-or-allow-cookies>
- for Safari™:  
[https://support.apple.com/kb/PH17191?viewlocale=fr\\_FR&locale=en\\_US](https://support.apple.com/kb/PH17191?viewlocale=fr_FR&locale=en_US)
- for Chrome™:  
<https://support.google.com/chrome/answer/95647?hl=en&hlrm=en>
- for Firefox™:  
<https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- for Opera™:  
<http://help.opera.com/Windows/10.20/en/cookies.html>

However, setting Customer's browser to disable cookies may restrict Customer from accessing certain features, pages, or areas of the site, for which CONNECTOR73 cannot be held responsible.

Please further note that if Customer decides to reject cookies, a refusal cookie will be installed on Customer's device. If Customer deletes this refusal cookie, it will no longer be possible to know that Customer wanted no cookie to be installed. Likewise, when Customer decides to accept cookies, a consent cookie is installed on Customer's device. This is why consent cookies and refusal cookies should not be deleted from device.

## 10. RETENTION AND ARCHIVE

CONNECTOR73 only archive personal data of its Users when CONNECTOR73 archive the whole user environment. In addition, if Customer and/or Customer's Affiliate have concluded an Agreement with CONNECTOR73, CONNECTOR73 will archive the following data for the duration of the Agreement: Customer's name, address, website(s), email and telephone number (if provided).

In any event, and for the avoidance of any doubt, CONNECTOR73 keeps Customer's personal data only for the time necessary to carry out the operation for which they were collected and in accordance with the legislation in force.

## 11. LIMITATION OF LIABILITY

Each party's and its Affiliates' liability arising out of or related to this DPA (whether in contract, tort or under any other theory of liability) is subject to the section 'Limitation of Liability' of the Agreement, and any reference in such section to the liability of a party means that party and its Affiliates in the aggregate.

## 12. EUROPEAN SPECIFIC PROVISIONS

**12.1 GDPR.** With effect from 25 May 2018, CONNECTOR73 will Process Personal Data in accordance with the GDPR requirements directly applicable to CONNECTOR73's provision of its Services.

**12.2 Data Protection Impact Assessment.** With effect from 25 May 2018, upon Customer's request, CONNECTOR73 shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to CONNECTOR73. CONNECTOR73 shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 12.2 of this DPA, to the extent required under the GDPR.

**12.3 Transfer mechanisms for data transfers.** Subject to the additional terms in Schedule 1, CONNECTOR73 makes available the transfer mechanisms listed below which shall apply, in the order of precedence as set out in Section 12.4, to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations:

1. The CONNECTOR73 Corporate Rules apply to the Services listed in Schedule 2 to this DPA (the "**BCR Services**"), subject to the additional terms in Section 1 of Schedule 1;
2. The Standard Contractual Clauses set forth in Schedule 4 to this DPA apply to the Services listed in Appendix 3 to the Standard Contractual Clauses, subject to the additional terms in Section 2 of Schedule 1.

**12.4 Order of precedence.** In the event that Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) the CONNECTOR73 Processor BCR and, (2) the Standard Contractual Clauses.

## 13. PARTIES TO THIS DPA

The Section "HOW THIS DPA APPLIES" specified which XYZRD GROUP OU entity is party to this DPA (CONNECTOR73). In addition, XYZRD GROUP OU. is a party to the Standard Contractual Clauses in Schedule 4. Notwithstanding the signatures below of any other XYZRD GROUP OU entity, such other XYZRD GROUP OU entities are not a party to this DPA or the Standard Contractual Clauses. Where CONNECTOR73 is a different legal entity than XYZRD GROUP, CONNECTOR73 is carrying out the obligations of the data importer as set out in Schedule 4 "Standard Contractual Clauses" on behalf of XYZRD GROUP OU.

# 14. LEGAL EFFECT

This DPA shall only become legally binding between Customer and CONNECTOR73 (and XYZRD GROUP OU, if different) when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed.

**List of Schedules**

- Schedule 1: Transfer Mechanisms for European Data Transfers
- Schedule 2: BCR Services
- Schedule 3: Details of the Processing
- Schedule 4: Standard Contractual Clauses

The parties' authorized signatories have duly executed this Agreement:

**CUSTOMER**

**XYZRD GROUP OU**

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

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

Customer Legal Name: \_\_\_\_\_

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

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

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

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

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

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



# SCHEDULE 1 - TRANSFER MECHANISMS FOR EUROPEAN DATA TRANSFERS

## 1. ADDITIONAL TERMS FOR BCR SERVICES

**1.1 Customers covered by the CONNECTOR73 Processor BCR.** The CONNECTOR73 Processor BCR and the additional terms in this Section 1.1 of this Schedule 1 shall apply to the Processing of Personal Data of a Customer established in (i) European Economic Area member states whose processing activities for the relevant data are governed by the EU Data Protection Directive 95/46/EC or the GDPR (“**EU Data Protection Legislation**”) and/or implementing national legislation; or (ii) non-European Economic Area member states for which Customer has contractually specified that the EU Data Protection Legislation and implementing national legislation shall apply. For the avoidance of doubt, the CONNECTOR73 Processor BCR shall not apply to the Processing of Personal Data by third-party hosting providers as disclosed in the applicable Services’ Infrastructure and Sub-processor Documentation.

**1.2 Audits and Certifications for the BCR Services.** Upon Customer’s request, and subject to the confidentiality obligations set forth in the Agreement, CONNECTOR73 shall make available to Customer that is not a competitor of CONNECTOR73 (or Customer’s independent, third-party auditor that is not a competitor of CONNECTOR73) information regarding CONNECTOR73’s compliance with the obligations set forth in this DPA in the form of the SOC 1, SOC 2, or SOC 3 reports for the BCR Services, as described in the relevant Security, Privacy and Architecture Documentation. Customer may contact CONNECTOR73 in accordance with the “Notices” Section of the Agreement to request an on-site audit of the architecture, systems and procedures relevant to the protection of Personal Data at locations where Personal Data is stored. Customer shall reimburse the CONNECTOR73 Group for any time expended by the CONNECTOR73 Group or its third-party Sub-processors for any such on-site audit at the CONNECTOR73 Group’s then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and CONNECTOR73 shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by the CONNECTOR73 Group, or its third-party Sub-processors. Customer shall promptly notify CONNECTOR73 with information regarding any non-compliance discovered during the course of an audit.

**1.3 Reference to the CONNECTOR73 Processor BCR.** All provisions contained in the CONNECTOR73 Processor BCR, the most current version of which is available on CONNECTOR73’s website, currently located at <https://www.connector73.com/docs/bcr.pdf>, are incorporated by reference and are an integral part of this DPA.

**1.4 Liability.** In accordance with the Agreement, Customer shall have the right to enforce the CONNECTOR73 Processor BCR against the CONNECTOR73 Group, including judicial remedies and the right to receive compensation.

**1.5 Conflict.** In the event of any conflict or inconsistency between this DPA and the CONNECTOR73 Processor BCR, the CONNECTOR73 Processor BCR shall prevail.

## 2. ADDITIONAL TERMS FOR SCC SERVICES

**2.1 Customers covered by the Standard Contractual Clauses.** The Standard Contractual Clauses and the additional terms specified in this Section 2 of this Schedule 1 apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Authorized Affiliates and, (ii) all Affiliates of Customer

established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the SCC Services. For the purpose of the Standard Contractual Clauses and this Section 2, the aforementioned entities shall be deemed “data exporters”.

**2.2 Instructions.** This DPA and the Agreement are Customer’s complete and final documented instructions at the time of signature of the Agreement to CONNECTOR73 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 Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Users in their use of the SCC Services and (c) Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

**2.3 Appointment of new Sub-processors and List of current Sub-processors.** Pursuant to Clause 5(h) of the Standard

**2.4. Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that CONNECTOR73 may engage new Sub-processors as described in Sections 5.2 and 5.3 of the DPA.

**2.5. Copies of Sub-processor Agreements.** The parties agree that the copies of the Sub-processor agreements that must be provided by CONNECTOR73 to Customer 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 CONNECTOR73 beforehand; and, that such copies will be provided by CONNECTOR73, in a manner to be determined in its discretion, only upon request by Customer.

**2.6. Audits and Certifications.** The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:

Upon Customer’s request, and subject to the confidentiality obligations set forth in the Agreement, CONNECTOR73 shall make available to Customer that is not a competitor of CONNECTOR73 (or Customer’s independent, third-party auditor that is not a competitor of CONNECTOR73) information regarding the CONNECTOR73 Group’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, Privacy and Architecture Documentation to the extent CONNECTOR73 makes them generally available to its customers. Customer may contact CONNECTOR73 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. Customer shall reimburse CONNECTOR73 for any time expended for any such on-site audit at the CONNECTOR73 Group’s then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and CONNECTOR73 shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by CONNECTOR73. Customer shall promptly notify CONNECTOR73 with information regarding any non-compliance discovered during the course of an audit.

**2.7. Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by CONNECTOR73 to Customer only upon Customer’s request.

**2.8. Conflict.** In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Schedule 5, the Standard Contractual Clauses shall prevail.

# SCHEDULE 2 - BCR SERVICES

- Connector73 Cloud
- connector73.com
- ucrm.connector73.com
- connector73.net
- Azure.com

# SCHEDULE 3 - DETAILS OF THE PROCESSING

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 Users authorized by Customer to use the Services

## **Categories of Personal Data**

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
- Professional life data
- Personal life data
- Connection data
- Localization data

# SCHEDULE 4 - STANDARD CONTRACTUAL CLAUSES 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.

Name of the data exporting organization:

Address:

Tel.:

fax:

e-mail:

Other information needed to identify the organization:

..... (the data **exporter**)

And

Name of the data importing organisation:

XYZRD GROUP OU.

Address:

XYZRD GROUP OU, Hobujaama 4, Tallinn, Estonia, 10151

Tel: +372 618 9119; email: [privacy@xyzrd.com](mailto:privacy@xyzrd.com)

Other information needed to identify the organization: Not applicable

..... (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.

For the purposes of the Clauses:

## Clause 1

### Definitions

- (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.

The data exporter agrees and warrants:

## Clause 4

### Obligations of the data exporter

(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).

The data importer agrees and warrants:

## Clause 5

### Obligations of the data importer

- (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:
  1. (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  2. (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.

**On behalf of the data exporter:**

Name (written out in full):

Position:

Address:

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

Signature.....

**On behalf of the data importer:**

Name (written out in full):

Position:

Address:

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

Signature.....

# 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):

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 Customer established within the European Economic Area (EEA) and Switzerland that have purchased SCC Services on the basis of one or more Order Form(s).

## Data importer

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

XYZRD GROUP is a provider of enterprise cloud computing solutions which processes personal data upon the instruction 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 (please specify):

Data exporter may submit Personal Data to the SCC Services, the extent of which is 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:

- Prospects, customers, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporter's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's Users authorized by data exporter to use the SCC Services

## Categories of data

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

Data exporter may submit Personal Data to the SCC Services, the extent of which is 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 and last name

- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localization data

## Special categories of data (if appropriate)

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

Data exporter may submit special categories of data to the SCC Services, the extent of which is 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 (please specify):

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

DATA EXPORTER Name:..... Authorised Signature .....

DATA IMPORTER Name:..... Authorised Signature .....

# 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 SCC Services, as described in the Security, Privacy and Architecture Documentation applicable to the specific SCC Services purchased by data exporter, and accessible via <http://help.connector73.com> or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the SCC Services during a subscription term.

DATA EXPORTER Name:..... Authorised Signature .....

DATA IMPORTER Name:..... Authorised Signature .....

# APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

- XYZRD GROUP Services (services branded as connector73.com, CONNECTOR73, MessageTrack)
- Azure.com (services branded as Microsoft Azure)
- Analytics Cloud Services (services branded as Google Analytics)