DATA PROTECTION ADDENDUM

Under the Agreement, Customer is the controller of Personal Data and appoints Grass Valley as a processor to process such Personal Data of Customer. The purpose of this Addendum is to set out the data protection terms that will apply to the processing of Data as set out herein, in order to ensure that the data protection rights and freedoms of individuals remain protected in accordance with Applicable Privacy Law(s).

Definitions

1.1 **"controller"**, **"processor"**, **"data subject"**, **"personal data"**, **"processing"** (and **"process"**), "**supervisory authority**" and **"special categories of data"** shall have the meanings given in Applicable Privacy Law(s), including any equivalent definitions under laws applicable outside of the European Union;

1.2 **"Affiliate"** means any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, such person or entity.

1.3 **"Authorised Persons"** means, with respect to each Party, any person authorised by that Party to process Data (including such Party's staff, agents and subcontractors);

1.4 **"EEA"** shall mean the European Economic Area;

1.5 **"Standard Contractual Clauses"** shall mean the model clauses for the transfer of Data to processors, being the clauses approved by the European Commission from time to time, the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU, as may be amended or replaced from time to time.

2. **Relationship of the parties**

2.1 CUSTOMER appoints Grass Valley as a processor to process the Personal Data described in Annex A to this Addendum (the **"Data"**) on behalf of CUSTOMER or one of its subsidiaries and affiliates in accordance with CUSTOMER's written instructions.

3. **Purpose limitation**

3.1 Grass Valley shall process the Data (and shall maintain records of such processing activities) as a processor for the purposes described in Annex A and strictly in accordance with the documented instructions of CUSTOMER (the **"Permitted Purpose"**), except where otherwise required by any EU (or any EU Member State) law applicable to Grass Valley.

3.2 Only CUSTOMER may:

3.2.1. Authorize Grass Valley and each Grass Valley Affiliate (and Grass Valley and each Grass Valley Affiliate to authorize each sub-processor) to: a) process the Data; and (b) transfer the Data to any country or territory, as reasonably necessary for the provision of the services under the Agreement and consistent with the Agreement.

3.3 Grass Valley will (and will procure that any subcontractors will) not process or cause the Data to be processed outside the EEA (or outside the jurisdiction in which Grass Valley is located, if not within the EEA) without CUSTOMER's prior written consent.

4. **Confidentiality of processing**

4.1 Grass Valley has taken reasonable steps to ensure that any authorised persons who may have access to the Data shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty or otherwise), and shall not permit any person who is not under such a duty of confidentiality to process the Data. Grass Valley shall ensure that all authorised persons process the Data only as necessary for the Permitted Purpose.

5. **Security**

5.1 Grass Valley shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, which may include measures such as access control, auditing, encrypted transmission of Data, encrypted storage and physical protections in-line with industry best practices, in accordance with Article 32(1) of the GDPR and other Applicable Privacy Law(s) and relevant regulations.

6. **Subcontracting**

6.1 CUSTOMER agrees that Grass Valley may appoint sub-processors in accordance with this section and any restrictions in the Agreement. Grass Valley shall impose data protection terms on any subcontractor it appoints that protect the Data to the same standard provided for by this Agreement. In the event that CUSTOMER elects to transfer Data to a sub-processor outside of the EEA, CUSTOMER authorizes Grass Valley to apply standard contractual clauses with that sub-processor.

7. **Cooperation and data subjects' rights**

7.1 Grass Valley shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to CUSTOMER to enable CUSTOMER to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Privacy Law(s) (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Grass Valley, Grass Valley shall use commercially the event that any such request, correspondence, enquiry or complaint is made directly to Grass Valley, Grass Valley shall use commercially reasonable efforts to forward such request to CUSTOMER providing full details of the same. Grass Valley shall not respond to that request except on the documented instructions from CUSTOMER or the relevant CUSTOMER Affiliate or as required by Applicable Laws to which it is subject.

8. Data Breach

8.1 Grass Valley shall notify CUSTOMER without undue delay of becoming aware of any Data breach, providing CUSTOMER with sufficient information to allow CUSTOMER to meet any obligations to report or inform data subjects of the Data breach under the Applicable Privacy Law(s).

8.2 Grass Valley shall co-operate with CUSTOMER and take reasonable commercial steps as are directed by CUSTOMER to assist in the investigation, mitigation and remediation of each such Data breach.

9. Data Protection Impact Assessment and Prior Consultation

9.1 Grass Valley shall provide reasonable assistance to CUSTOMER with any data protection impact assessments, required by Article 35 or 36 of the GDPR or equivalent provisions of any other Applicable Privacy Law(s), in each case solely in relation to processing of the Data by, and taking into account the nature of the processing and information available to Grass Valley.

10. International transfers

10.1 It is agreed that the processing and transfer of Data outside of the United Kingdom/EEA be governed by the terms of the Standard Contractual Clauses, which are attached as Annex B to this Addendum and are incorporated to this Agreement by reference and considered duly executed between the Parties upon the execution of this Agreement. Where the Standard Contractual Clauses relate to data importer, it shall be considered Grass Valley and where the Standard Contractual Clauses relate to data exporter, it shall be considered CUSTOMER. Any reference to data subject, categories and special categories of Data, and processing operations shall be considered as set forth in Annex A of this Addendum, and references to technical and organizational security measures shall be considered references to clause 5 of this Addendum. The Standard Contractual Clauses will apply to any transfer of Data outside of the United Kingdom/EEA. The Standard Contractual Clauses cannot be changed. In the event of any inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

10.2 Grass Valley shall comply with any requirements arising under the Applicable Privacy Law(s) to protect the Data it transfers outside of the United Kingdom/EEA and the technical and organization measures that it implements under clause 5 of this Addendum shall include, as a minimum, encryption which ensures that mass and indiscriminate processing of CUSTOMER Data in transit by or on behalf of a law enforcement or other government authority is made impossible so that neither content nor meta data can be processed, including by sophisticated state actors with direct access to the internet backbone, switches, hubs, cables and alike,

11. Deletion or return of Data

11.1 Upon termination or expiry of the Agreement, Grass Valley shall (at CUSTOMER's election) promptly destroy or return to CUSTOMER all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that Grass Valley is required by any EU (or any EU Member State) law to retain some or all of the Data, in which event Grass Valley shall isolate and protect the Data from any further processing except to the extent required by such law.

12. Audit

12.1 Grass Valley shall permit CUSTOMER's third party auditors (bound by a duty of confidentiality) to audit Grass Valley's compliance with this Addendum, and shall make available to CUSTOMER all information, systems and staff necessary for CUSTOMER to have conducted such audit. Grass Valley acknowledges that CUSTOMER's auditors may enter its premises for the purposes of conducting this audit, provided that Grass Valley gives it reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Grass Valley's operations. CUSTOMER will also exercise its audit rights (i) if and when required by instruction of a competent data protection authority.

13. Notifications

13.1 Grass Valley will notify CUSTOMER without undue delay if it has any reason to believe that any laws or legislation applicable to Grass Valley is likely to have a substantial adverse effect on the obligations set out

in clause 10 above. In such event, CUSTOMER shall be entitled to suspend all transfers of Data to Grass Valley and/or to terminate this Agreement in accordance with clause 8.1.2 in the Agreement.

13.2 In respect of transfers of Data in accordance with clause 10 of this Addendum, except where and to the extent prohibited by applicable law, Grass Valley shall promptly (and in any event within ten (10) business days) notify CUSTOMER of any inquiry, communication, request or complaint ("**Correspondence**") relating to Grass Valley's processing of Data under this Agreement which is received from: (i) any governmental, regulatory or supervisory authority (including the U.S. Federal Trade Commission); (ii) any data subject; or (iii) any other person or third-party entity. Grass Valley will consider in good faith any comments provided by CUSTOMER and co-operate with the CUSTOMER in respect of the Correspondence. To the extent that this amounts to a Data Production Request (as defined below) clause 14 shall apply.

14. Data Production Request

14.1 In respect of transfers of Data in accordance with clause 10 of this Addendum, where Grass Valley receives a request from a law enforcement or other government or regulatory authority to disclose Data ("**Data Production Request**"), it shall hand that Data Production Request in accordance with the following principles:

14.1.1 Grass Valley shall not disclose Data in response to a Data Production Request unless either (i) it is under a compelling legal obligation to make such disclosure; or (ii) taking into account the circumstances and the privacy rights of any affected individuals, there is an imminent risk of serious harm that merits disclosure in any event (for example, in order to protect individuals' vital interests);

14.1.2 where it is considered that disclosure of Data is required in response to a Data Production Request, Grass Valley's policy is that CUSTOMER should have the opportunity to protect the Data requested given that CUSTOMER has the greatest interest in opposing or may be in a better position to comply with or respond to the Data Production Request;

14.1.3 unless legally prohibited or where the imminent risk of serious harm prohibits prior notification, Grass Valley shall:

14.1.3.1 after assessing the nature, urgency, scope, and validity of the Data Protection Request, promptly notify CUSTOMER in writing setting out the details of the Data Production Request prior to disclosing any Data;

14.1.3.2 consult with the relevant supervisory authority in respect of the Data Production Request. Grass Valley shall at all times cooperate with the supervisory authority and CUSTOMER to deal with and address the Data Production Request; and

14.1.3.3 put the Data Production Request on hold in order to notify and consult with CUSTOMER and/or relevant supervisory authority.

14.1.4 Grass Valley acknowledges that the Data Production Request does not have to be in writing, made under a court order, or mention data protection law to qualify as a Data Production Request;

14.1.5 where Grass Valley is prohibited from notifying the relevant supervisory authority and suspending a Data Production Request, Grass Valley shall use its reasonable endeavours (taking into account the nature, urgency, scope and validity of the Data Production Request) to inform the requesting law enforcement or government authority about its obligations under Applicable Privacy Law(s) and to obtain the right to waive this prohibition. This includes asking the requesting law enforcement or government authority to put the Data Production Request on hold so Grass Valley can consult with the supervisory authority, which in appropriate circumstances, may include seeking a court order to this effect. Grass Valley shall keep written records relating to its efforts it takes;

14.1.6 where Grass Valley is prohibited from notifying the relevant supervisory authority in relation to a Data Production Request, Supplier shall provide the relevant supervisory authority with a confidential annual report ("**Transparency Report**"), which reflects to the extent permitted by Data Protection Laws, the number and type of Data Production Requests it has received for the preceding year and the requesting law enforcement or other government authority who made those requests;

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14.1.7 Grass Valley will assess whether it can continue to comply with its obligations under the Standard Contractual Clauses before further processing Data under this Agreement; and

14.1.8 to the extent Applicable Privacy Law(s) require a higher standard of protection for Data than is required by this clause 14, Grass Valley shall comply with the relevant requirements of Applicable Privacy Law(s).

15. **Indemnity**

15.1 Subject to limitations in Sections 9 and 10 in the Agreement, each Party (the "**Indemnifying Party**") shall indemnify the other (the "**Indemnified Party**") from and against all loss, cost, harm, expense (including reasonable legal fees), liabilities or damage ("**Damage**") suffered or incurred by the Indemnified Party as a result of the Indemnifying Party's breach of the clauses in this Addendum, and provided that: (i) the Indemnified Party gives the Indemnifying Party prompt notice of any circumstances of which it is aware that give rise to an indemnity claim under these clauses; and (ii) the Indemnified Party takes reasonable steps and actions to mitigate any ongoing damage it may suffer as a consequence of the Indemnifying Party's breach.

16. **Miscellaneous**

16.1 In relation to the processing of Personal Data by Grass Valley, to the extent there is any conflict or inconsistency between this ddendum and any other terms in the Agreement, or ither agreements or contracts between the Parties, the terms of this Addendum shall prevail.

Annex A

Data Processing Description
This Annex A forms part of the Agreement and describes the processing that the processor will perform on behalf of the controller.

Controller
The controller is (please specify briefly the controller's activities relevant to the processing):

Controller is an entity that processes and/or produces media content using Processor's SaaS Services.

Processor
The processor is (please specify briefly the processor's activities relevant to the transfer):

Processor provides SaaS Services to Controller.

Data subjects
The Personal Data to be processed concern the following categories of data subjects (please specify):

Controller's Users of SaaS Services.

Categories of data
The Personal Data to be processed concern the following categories of data (please specify):

First name, Last name and email.

Special categories of data (if appropriate)
The Personal Data to be processed concern the following special categories of data (please specify):

N/A

Processing operations/Permitted Purpose
The Personal Data will be subject to the following basic processing activities (please specify the processing activities including the purposes for which the personal data will be processed):

The Processor uses the Personal Data for the purposes of establishing Controller's Users' identity for SaaS Services account authentication.

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

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

Customer will be the data **exporter**.

And

Grass Valley will be the data **importer**.

each a 'party'; together 'the parties',

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

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ([1]);

(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 sub-processor' means 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 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 sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)to forward any notification received from the data importer or any 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 Appendix 2, 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 subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer (²)

The data importer agrees and warrants:

(a)to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)that it will promptly notify the data exporter about:

(i)any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii)   any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, 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 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;

(j) to send promptly a copy of any sub-processor 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 sub-processor 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 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 of 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 sub-processor 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 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.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

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

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 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, namely …

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

Sub-processing

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 ([3]). 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.

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 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 sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing 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, namely …

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.

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 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.

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 paragraph 1.

(1) Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

(2) Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

(3) This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

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):

Controller is an entity that processes and/or produces media content using Processor's SaaS Services.

Data importer

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

Processor provides SaaS Services to Controller.

Data subjects

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

Controller's Users of SaaS Services.

Categories of data

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

First name, Last name and email.

Special categories of data (if appropriate)

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

N/A

Processing operations

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

The Processor uses the Personal Data for the purposes of establishing Controller's Users' identity for SaaS Services account authentication.

Version: December 2020

Appendix 2

to the Standard Contractual Clauses

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

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

First Name, Last Name, email address data is stored in a password protected database behind firewalls with network level security restricting access to that data.

Version: December 2020