

CUSTOMER DATA PROCESSING AGREEMENT

This Data Processing Addendum ("DPA"), forms part of, and is subject to, the Master SaaS Agreement or other written or electronic terms of service or subscription agreement between Heidi Computers Ltd (HCL) and Customer for Customer's purchase of Services from HCL that references this DPA (the "Agreement"). By signing the Agreement, the parties enter into this DPA on behalf of themselves and, to the extent required under applicable Data Protection Laws, in the name and on behalf of their Affiliates, and this DPA shall be effective on the effective date of the Agreement ("Effective Date"). All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1. Definitions

"Affiliate" has the meaning set forth in the Agreement.

"Authorised Affiliate" means any of Customer Affiliate(s) permitted to or otherwise receiving the benefit of the Services pursuant to the Agreement.

"Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" shall be construed accordingly.

"Customer Data" has the meaning set forth in the Agreement.

"Customer Personal Data" means any Customer Data that is Personal Data.

"Data Protection Laws" means all data protection and privacy laws applicable to the respective party in its role in the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

"Data Controller" means an entity that determines the purposes and means of the processing of Personal Data.

"Data Processor" means an entity that processes Personal Data on behalf of a Data Controller.

“EU Data Protection Law” means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (“Directive”) and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (“GDPR”), and repealing Directive 95/46/EC.

“EEA” means, for the purposes of this DPA, the European Economic Area, United Kingdom and Switzerland.

“Model Clauses” means the Standard Contractual Clauses for Processors as approved by the European Commission in the form set out in Annex C.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Privacy Shield” means the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Framework self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of 12 July 2016 and by the Swiss Federal Council on January 11, 2017 respectively.

“Privacy Shield Principles” means the Privacy Shield Framework Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision of 12 July 2016 pursuant to the Directive, details of which can be found at www.privacyshield.gov/eu-us-framework.

“Processing” has the meaning given to it in the GDPR and “process”, “processes” and “processed” will be interpreted accordingly.

“Security Incident” means any unauthorised or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration,

unauthorised disclosure of or access to Customer Personal Data, but does not include any Unsuccessful Security Incident.

“Services” means the Service provided by HCL to Customer pursuant to the Agreement and any Support Services and Technical Services (formerly referred to as Professional Services) provided by HCL to Customer pursuant to the Agreement.

“Sensitive Personal Data” means any Customer Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purposes of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation.

“Sub-processor” means any Data Processor engaged by HCL or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or HCL’s Affiliates.

“Unsuccessful Security Incident” means an unsuccessful attempt or activity that does not compromise the security of Customer Personal Data, including (without limitation) pings and other broadcast attacks of firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorised access to traffic data that does not result in access beyond headers) or similar incidents.

2. Scope and Applicability of this DPA

2.1 This DPA applies where and only to the extent that HCL Processes Customer Personal Data on behalf of Customer as Data Processor in the course of providing Services pursuant to the Agreement. Nothing in the Agreement or this DPA shall prevent HCL from using or sharing any data that HCL would otherwise collect and process independently of Customer’s use of the Services.

2.2 Notwithstanding expiry or termination of the Agreement, this DPA will remain in effect until, and will automatically expire upon, deletion of all Customer Personal Data by HCL as described in this DPA.

3. Roles and Scope of Processing

3.1 Role of the Parties. As between HCL and Customer, Customer is either the Data Controller of Customer Personal Data, or in the case that Customer is acting on behalf of a third-party Data Controller, then a Data Processor, and HCL shall process Customer Personal Data only as a Data Processor acting on behalf of Customer.

3.2 Customer Processing of Personal Data. Customer agrees that (i) it will comply with its obligations under Data Protection Laws in respect of its processing of Personal Data, including any obligations specific to its role as a Data Controller and/or Data Processor (as applicable), and any processing instructions it issues to HCL; and (ii) it has provided notice and obtained (or will obtain) all consents and rights necessary under Data Protection Laws for HCL to process Personal Data and provide the Services pursuant to the Agreement and this DPA. If Customer is itself a Data Processor, Customer warrants to HCL that Customer's instructions and actions with respect to that Customer Personal Data, including its appointment of HCL as another Data Processor, have been authorised by the relevant Data Controller.

3.3 Customer Instructions. HCL will process Customer Personal Data only for the purposes described in this DPA and only in accordance with Customer's documented lawful instructions. The parties agree that this DPA and the Agreement set out the Customer's complete and final instructions to HCL in relation to the processing of Customer Personal Data. Additional processing outside the scope of these instructions (if any) will require prior written agreement between Customer and HCL.

3.4 Details of Data Processing.

(a) Subject matter: The subject matter of the data processing under this DPA is the Customer Personal Data.

(b) Duration: As between HCL and Customer, the duration of the data processing under this DPA is until the termination of the Agreement in accordance with its terms.

(c) Purpose: The purpose of the data processing under this DPA is the provision of the Services to the Customer and the performance of HCL's obligations under the Agreement (including this DPA) or as otherwise agreed by the parties in mutually executed written form.

(d) Nature of the processing: HCL provides enterprise cloud computing solutions and such as other Services as described in the Agreement, which process Customer Personal Data upon the instruction of the Customer in accordance with the terms of the Agreement.

(e) Categories of data subjects: Customer may submit Customer 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:

(i) Prospects, customers, business partners and vendors of Customer (who are natural persons);

(ii) Employees or contact persons of Customer's prospects, customers, business partners and vendors;

(iii) Employees, agents, advisors, freelancers of Customer (who are natural persons); and/or

(iv) Customer's end-users authorised by Customer to use the Services.

(f) Types of Personal Data: Customer may submit Customer 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 types of Personal Data:

(i) Identification and contact data (name, address, title, contact details);

(ii) Financial information (credit card details, account details, payment information);

(iii) Employment details (employer, job title, geographic location, area of responsibility); and/or

(iv) IT information (IP addresses, usage data, cookies data, location data).

(g) Sensitive Personal Data (if applicable): Certain Editions of HCL's Service have enhanced technical and organisational security measures. It is solely up to Customer to determine whether particular Services have appropriate technical and organisational security measures for Sensitive Personal Data. If Customer determines the Services have appropriate measures, then subject to any restrictions and/or conditions in the Agreement or Documentation, Customer may submit Sensitive 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 types of Sensitive Personal Data:

(i) Protected health information

(ii) Any other information that is Sensitive Personal Data (as defined under this DPA)

3.5 Access or Use. HCL will not access or use Customer Personal Data, except as necessary to maintain or provide the Services, or as necessary to comply with the law or binding order of a governmental body.

4. Subprocessing

4.1 Authorised Sub-processors. Subject to Section 9 (Changes to Sub-Processors), Customer agrees that HCL may engage Sub-processors to process Customer Personal Data on Customer's behalf. The Sub-processors currently engaged by HCL and authorised by Customer are listed in Annex A.

4.2 Sub-processor Obligations. HCL will: (i) enter into a written agreement with the Sub-processor imposing data protection terms that require the

Sub-processor to protect the Customer Personal Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause HCL to breach any of its obligations under this DPA.

5. Security

5.1 Security Measures. HCL shall implement and maintain appropriate technical and organisational security measures to protect Customer Personal Data from Security Incidents and to preserve the security and confidentiality of the Customer Personal Data, in accordance with HCL's security standards described in Annex B ("Security Measures").

5.2 Updates to Security Measures. Customer is responsible for reviewing the information made available by HCL relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that HCL may update or modify the Security Measures from time to time provided that such updates and modifications do not result in a material degradation of the overall security of the Services subscribed to by Customer.

5.3 Customer Responsibilities. Customer agrees that, without prejudice to HCL's obligations under Section 5.1 (Security Measures) and Section 8.2 (Security Incident Response):

(a) Customer is responsible for its use of the Services, including making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Personal Data, securing its account authentication credentials, managing its data back-up strategies, and protecting the security of Customer Personal Data when in transit to and from the Services and taking any appropriate steps to securely encrypt or backup any Customer Personal Data uploaded to the Services; and

(b) HCL has no obligation to protect Customer Personal Data that Customer elects to store or transfer outside of HCL's and its Sub-processors' systems (for example, offline or on- premise storage).

6. Security Reports and Audits

6.1 Customer acknowledges that HCL is regularly audited by independent third-party auditors and/or internal auditors against the standards specified in the HCL Security Policy, as described in Annex B. Upon request, HCL shall supply (on a confidential basis) a summary copy of its audit report(s) ("Report") to Customer, so that Customer can verify HCL's compliance with the audit standards against which it has been assessed, and this DPA.

6.2 HCL shall also provide written responses (on a confidential basis) to all reasonable requests for information made by Customer related to its Processing of Customer Personal Data, including responses to information security and audit questionnaires that are necessary to confirm HCL's compliance with this DPA, provided that Customer shall not exercise this right more than once per year, except that this right may also be exercised in the event Customer is expressly requested or required to provide this information to a data protection authority, or HCL has experienced a Security Incident, or other reasonably similar basis.

7. International Transfers

7.1 Data center regions and international processing. HCL hosts Customer Data in the region selected by Customer (specified in the Agreement, an Order Form, and/or as requested by Customer), provided, however that HCL may process Customer Personal Data anywhere in the world where HCL, its Affiliates or its Sub-processors maintain data processing operations. HCL will at all times provide an adequate level of protection for the Customer Personal Data processed, in accordance with the requirements of Data Protection Laws.

7.2 Model Clauses. To the extent that HCL processes any Customer Personal Data protected by EU Data Protection Law under the Agreement and/or that originates from the EEA, in a country that has not been designated by the European Commission or Swiss Federal Data Protection

Authority (as applicable) as providing an adequate level of protection for Personal Data, the parties agree to rely on the Model Clauses and their compliance therewith to provide adequate protection (within the meaning of EU Data Protection Law) for any Customer Personal Data. HCL agrees that it is a “data importer” and Customer is the “data exporter” under the Model Clauses (notwithstanding that Customer may be an entity located outside of the EEA).

7.3 Alternative Transfer Mechanism. The parties agree that the data export solution identified in Section 7.2 will not apply if and to the extent that HCL adopts an alternative data export solution for the lawful transfer of Personal Data (as recognised under EU Data Protection Laws) outside of the EEA, in which event, Customer shall reasonably cooperate with HCL to the extent required to give effect to such solution and the Alternative Transfer Mechanism will apply instead (but only to the extent such Alternative Transfer Mechanism extends to the territories to which Customer Personal Data is transferred).

8. Additional Security

8.1 Confidentiality of processing. HCL shall ensure that any person who is authorised by HCL to process Customer Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

8.2 Security Incident Response. Upon confirming a Security Incident, HCL shall: (i) notify Customer without undue delay, and in any event such notification shall, where feasible, occur no later than seventy two (72) hours from HCL confirming the Security Incident; (ii) provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer; and (iii) HCL shall promptly take reasonable steps to contain, investigate, and mitigate any Security Incident. HCL’s notification of or response to a Security Incident under this Section 8.2 (Security Incident Response) will not be construed as an acknowledgment by HCL of any fault or liability with respect to the Security Incident.

8.3 No Assessment of Customer Data by HCL. Customer acknowledges that HCL will not assess the contents of Customer Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incidents.

9. Changes to Sub-processors.

9.1 HCL shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer (for which email will suffice) if it adds or removes Sub-processors at least fourteen (14) days' prior to allowing such Sub-processor to process Customer Personal Data.

9.2 Customer may object in writing to HCL's appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss such concerns in good faith with a view to achieving resolution. If HCL cannot provide an alternative Sub-processor, or the parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Agreement (including this DPA but shall not be eligible for any refund and Customer must immediately pay all fees payable under the Agreement.

10. Return or Deletion of Data

10.1 Deletion by Customer. HCL will enable Customer to delete Customer Data during the Subscription Term in a manner consistent with the functionality of the Service.

10.2 Deletion on Termination. For thirty (30) days following termination or expiration of the Agreement, Customer shall have the option to retrieve any remaining Customer Personal Data in accordance with the Agreement. Thereafter, Customer instructs HCL to automatically delete all remaining (if any) Customer Personal Data (including copies). HCL shall not be required to delete Customer Personal Data to the extent (i) HCL is required by

applicable law or order of a governmental or regulatory body to retain some or all of the Customer Personal Data; and/or (ii), Customer Personal Data it has archived on back-up systems, which Customer Personal Data HCL shall securely isolate and protect from any further processing, except to the extent required by applicable law.

11. Cooperation

11.1 The Services provide Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Customer Personal Data, which Customer may use to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects or applicable data protection authorities. To the extent that Customer is unable to access the relevant Customer Personal Data within the Services using such controls or otherwise, HCL shall (at Customer's request and expense) provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the processing of Customer Personal Data under the Agreement. In the event that any request from individuals or applicable data protection authorities is made directly to HCL, HCL shall not respond to such communication directly without Customer's prior authorisation, unless legally compelled to do so, and instead, after being notified by HCL, Customer shall respond. If HCL is required to respond to such a request, HCL will promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

11.2 If a law enforcement agency sends HCL a demand for Customer Personal Data (e.g., a subpoena or court order), HCL will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, HCL may provide Customer's contact information to the law enforcement agency. If compelled to disclose Customer Personal Data to a law enforcement agency, then HCL will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy to the extent HCL is legally permitted to do so.

11.3 Customer acknowledges that HCL is required under the GDPR to: (a) collect and maintain records of certain information, including the name and contact details of each Data Processor and/or Data Controller on behalf of which HCL is acting and, where applicable, of such Data Processor's or Data Controller's local representative and data protection officer; and (b) make such information available to the supervisory authorities. Accordingly, if GDPR applies to the processing of Customer Personal Data, Customer will, where requested, provide such information to HCL via the Services or other means provided by HCL, and will ensure that all information provided is kept accurate and up-to-date.

11.4 To the extent HCL is required under EU Data Protection Law, HCL shall (at Customer's request and expense) provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

Part C: Miscellaneous.

12. Relationship with the Agreement

12.1 The parties agree that this DPA shall replace and supersede any existing data processing addendum, attachment or exhibit (including the Model Clauses (as applicable)) the parties may have previously entered into in connection with the Services.

12.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict in connection with the Processing of Customer Personal Data.

12.3 Notwithstanding anything to the contrary in the Agreement or this DPA, the liability of each party and each party's Affiliates under this DPA shall be subject to the exclusions and limitations of liability set out in the Agreement. Without limiting either of the parties' obligations under the Agreement, Customer agrees that any regulatory penalties incurred by HCL in relation to the Customer Personal Data that arise as a result of, or in

connection with, Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce HCL's liability under the Agreement as if it were liability to the Customer under the Agreement.

12.4 Any claims against HCL or its Affiliates under this DPA shall only be brought by the Customer entity that is a party to the Agreement against the HCL entity that is a party to the Agreement. In no event shall this DPA or any party restrict or limit the rights of any data subject or of any competent supervisory authority.

12.5 This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

12.6 Subject to Section 2.4, this DPA and the Model Clauses will terminate simultaneously and automatically with the termination or expiry of the Agreement.

Annex A – List of HCL Sub-processors

Available upon request

Annex B – Security Measures

Available upon request

Annex C – Model 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.

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.

1. Definitions

For the purposes of the Clauses:

'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;

'the data exporter' means the controller who transfers the personal data;

'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;

'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;

'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;

'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.

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.

3. Third-party beneficiary clause

3.1 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.

3.2 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.

3.3 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.

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

4. Obligations of the data exporter

The data exporter agrees and warrants:

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

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

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in 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).

5. Obligations of the data importer

The data importer agrees and warrants:

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

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

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

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

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

(ii) any accidental or unauthorised access, and

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

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

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

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with 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.

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

6.4 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in 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.

7. Mediation and jurisdiction

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

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

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

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

8. Cooperation with supervisory authorities

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

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

8.3 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).

9. Governing Law

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

10. Variation of the contract

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

11. Subprocessing

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the 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.

11.2 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.

11.3 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.

11.4 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.

12. Obligation after the termination of personal data processing services

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

12.2 The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

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

Data exporter: The data exporter is the entity identified as the "Customer" in the Data Processing Addendum in place between data exporter and data importer and to which these Clauses are appended ("DPA").

Data importer: The data importer is the US headquartered company, HCL Computing, Inc (“HCL”). HCL provides enterprise cloud computing solutions, which process Customer Personal Data upon the instruction of the Customer in accordance with the terms of the Agreement.

Description of Data Processing: Please see Section 3.4 (Details of Processing) of DPA for a description of the data subjects, categories of data, special categories of data and processing operations.

Appendix 2 to the Standard Contractual Clauses

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

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

Please see Annex B of the DPA, which describes the technical and organisational security measures implemented by HCL.

Appendix 3 to the Standard Contractual Clauses

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

This Appendix sets out the parties’ interpretation of their respective obligations under specific Clauses identified below. Where a party complies with the interpretations set out in this Appendix, that party shall be deemed by the other party to have complied with its commitments under the Clauses.

Clause 5(a): Suspension of data transfers and termination:

1. The parties acknowledge that data importer may process the personal data only on behalf of the data exporter and in compliance with its instructions as provided by the data exporter and the Clauses.
2. The parties acknowledge that if data importer cannot provide such compliance for whatever reason, 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.

3. If the data exporter intends to suspend the transfer of personal data and/or terminate these Clauses, it shall endeavour to provide notice to the data importer and provide data importer with a reasonable period of time to cure the non-compliance ("Cure Period").

4. If after the Cure Period the data importer has not or cannot cure the non-compliance then the data exporter may suspend or terminate the transfer of personal data immediately. The data exporter shall not be required to provide such notice in instance where it considers there is a material risk of harm to data subjects or their personal data.

Clause 5(f): Audit:

1. Data exporter acknowledges and agrees that it exercises its audit right under Clause 5(f) by instructing data importer to comply with the audit measures described in Section 6 (Security Reports and Audits) of the DPA.

Clause 5(j): Disclosure of subprocessor agreements

1. The parties acknowledge the obligation of the data importer to send promptly a copy of any onward subprocessor agreement it concludes under the Clauses to the data exporter.

2. The parties further acknowledge that, pursuant to subprocessor confidentiality restrictions, data importer may be restricted from disclosing onward subprocessor agreements to data exporter. Notwithstanding this, data importer shall use reasonable efforts to require any subprocessor it appoints to permit it to disclose the subprocessor agreement to data exporter.

3. Even where data importer cannot disclose a subprocessor agreement to data exporter, the parties agree that, upon the request of data exporter, data importer shall (on a confidential basis) provide all information it reasonably can in connection with such subprocessing agreement to data exporter.

Clause 6: Liability

1. Any claims brought under the Clauses shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement. In no event shall any party limit its liability to a data subject with respect to any data subject rights under these Clauses.

Clause 11: Onward subprocessing

1. The parties acknowledge that, pursuant to FAQ II.1 in Article 29 Working Party Paper WP 176 entitled "FAQs in order to address some issues raised by the entry into force of the EU Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC" the data exporter may provide a general consent to onward subprocessing by the data importer.

2. Accordingly, data exporter provides a general consent to data importer, pursuant to Clause 11 of these Clauses, to engage onward subprocessors. Such consent is conditional on data importer's compliance with the requirements set out in Section 4 (Subprocessing) of the DPA.