

DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "DPA") is entered into between **Logicalis, Inc.**, a company incorporated in New York and having an office at 2600 S. Telegraph Road, Suite 200, Bloomfield Hills, MI 48302 ("**Logicalis**"), and the company Processing Personal Data on behalf of Logicalis pursuant to an Underlying Agreement (as such terms are defined herein) ("**Processor**").

RECITALS

- (A) Processor provides certain Services to Logicalis under an agreement (the "Underlying Agreement");
- (B) The parties wish to enter into this DPA to comply with Data Protection Law, as defined below, in relation to any data Processing activity carried out in relation to or connected with the provision of Services under the Underlying Agreement;
- (C) This DPA forms part of and is subject to the Underlying Agreement, and shall apply where and to the extent that Processor Processes Personal Data on behalf of Logicalis when providing the Services to Logicalis.

1. DEFINITIONS

"Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Importer" means a Processor or Subprocessor established in a country that is neither a Member State nor considered by the European Commission to have adequate protection.

"Data Protection Impact Assessment" has the meaning given to it under Article 35 of the GDPR.

"Data Security Breach" means any known potential or actual breach of this DPA or any obligations or duties owed by Processor to Logicalis leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

"Data Subject" is the identified or identifiable natural person to which the Personal Data relates.

"Data Transfer Agreement" means the standard contractual clauses for the transfer of Personal Data to third countries approved by the European Commission and attached as Exhibit 3, or such other agreement for the transfer of Personal Data as Logicalis may approve.

"Data Protection Law" means all laws and regulations, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the "GDPR") and the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder (the "CCPA"), in each case, as amended from time to time; and any other data privacy or data protection law that applies to the Processing of Personal Data under the Agreement.

"Good Industry Practice," in relation to the provision of the Services and this DPA, means any activities carried out or necessary in order to perform obligations (including related security controls) using the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would (at the relevant time) be adopted by a leading professional supplier of the Services, including compliance with the standards set out in ISO 27001 and by the National Institute of Standards and Technology, United States Department of Commerce (NIST) in relation to information security.

"Personal Data" has the meaning given to it in the GDPR and, where necessary for the purpose of interpretation of this DPA, specifically refers to (a) Personal Data controlled by Logicalis and/or (b) Personal Data Logicalis Processes on behalf of other Data Controllers that is made available to Processor in connection with the Services under the Underlying Agreement.

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"Process" or "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, dissemination or otherwise making available, aligning or combining, restricting, erasing, or destructing.

"Regulator" means any regulator or regulatory body to which Logicalis or its Affiliates are subject from time to time or whose consent, approval or authority is required so that Logicalis can lawfully carry on its business.

"Services" means the services carried out by Processor for Logicalis under the Underlying Agreement and, for the purposes of this DPA, where and to the extent those Services will involve the Processing of Personal Data.

"Subprocessor" means any subcontractor engaged by Processor for the Processing of Personal Data in accordance with Section 4.5 and Section 4.7 herein.

"Affiliates" means companies which are controlled by a party, control a party, or are under common control with a party. "To control" or "to be controlled" means to hold, directly or indirectly, more than fifty percent (50%) of the respective shares with voting rights.

2. SCOPE OF DPA

- 2.1. Pursuant to a Statement of Work issued under the terms and conditions of the Underlying Agreement, Processor may Process Personal Data as set forth in Exhibit 1.
- 2.2. Logicalis authorizes Processor to Process Personal Data in order to provide the Services under the terms of the Underlying Agreement and this DPA.
- 2.3. Processor agrees that it will: (a) acquire no rights or interest in the Personal Data; (b) only Process Personal Data to the extent necessary to provide the Services and in accordance with this DPA and any other written instructions of Logicalis or the Data Controller; and (c) inform Logicalis if Processor deems the instruction to infringe on any law applicable to Processor. Failure to comply with an instruction is deemed a material breach of this DPA.
- 2.4. This DPA shall take precedence over any other agreement between the parties concerning the subject matter addressed herein, including any conflicting terms which may be contained in the Underlying Agreement.
- 2.5. This DPA applies to Processor or any Processor Affiliate involved in the Processing of Personal Data for Logicalis.

3. DURATION

- 3.1. This DPA shall continue in full force for the duration of the Services for which data Processing is carried out by Processor, unless terminated for breach by either party.
- 3.2. This DPA shall also apply in relation to any future services or Processing activities to be performed or carried out by Processor.

4. OBLIGATIONS OF THE DATA PROCESSOR

- 4.1. In discharging its obligations under this DPA, Processor must comply with all applicable law, including Data Protection Law.
- 4.2. Processor will assist Logicalis in ensuring compliance with Logicalis' legal obligations as set forth by Data Protection Law, including but not limited to the security of Processing, the notification requirements to relevant authorities, the requirement to communicate Personal Data breaches to the Data Subjects, the requirement to carry out Data Protection Impact Assessments, and the requirement to consult with relevant Regulators concerning high-risk processing prior to carrying out such Processing.

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- 4.3. Processor will treat Personal Data and any other information provided by Logicalis as confidential, and ensure that access to Personal Data is limited only to authorized persons who are required to access it for the purposes defined in this DPA.
- 4.4. Processor will ensure that persons authorized to process Personal Data are bound to confidentiality obligations at least as stringent as those set forth herein. Processor will ensure that all such authorized persons have undergone the required training to discharge such obligations.
- 4.5. Processor shall not engage another Subprocessor (including Processor Affiliates) without the prior specific written authorization of Logicalis. If Logicalis consents to Processor further sub-contracting the Processing of Personal Data under this DPA, Processor shall ensure that the Processing is carried out under a written contract imposing on the Subprocessor equivalent obligations as are imposed on Processor under this DPA, and Processor shall remain liable for the acts and omissions of Subprocessors to the same extent it is responsible for the acts of its own employees.
- 4.6. In case Processor is established in a country that is neither a Member State nor considered by the European Commission to have adequate protection, by agreeing to this DPA, Processor is hereby entering into a Data Transfer Agreement with Logicalis as Data Importer as set out in Exhibit 3.

Processor will not transfer any Personal Data from one country to another (except to a country within the European Economic Area or which the European Commission has determined as having adequate protection for these purposes) without the prior written consent of Logicalis and in accordance with any terms Logicalis may impose on such transfer. As a condition of granting such consent, Logicalis will, among other requirements, require Processor to enter into or require that any relevant Subprocessor enters into an appropriate Data Transfer Agreement that imposes data protection obligations that are at least as stringent as those contained in this DPA.

- 4.7. Processor undertakes to implement the appropriate organizational and technological measures in such a manner that meet the requirements of Data Protection Law, this DPA, and Good Industry Practice, and review these measures regularly considering available technical progress and further developments. Processor will implement these measures to ensure a level of security appropriate to identify risks, including inter alia:
 - (i) the pseudonymization and encryption of Personal Data,
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - (iv) processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of Processing.

In assessing the appropriate level of security, Processor will implement all reasonable measures to keep Personal Data safe from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise processed. Upon request and where applicable, Processor shall provide Logicalis with annual certifications, attestation, and audit reports from accredited independent third parties concerning the measures used to protect Personal Data or provide the Services.

- 4.8. Processor will notify Logicalis immediately, and in any case within twenty-four (24) hours, of a Data Security Breach following the procedure set forth in Exhibit 2 (including, at a minimum: a description of the nature of the Data Security Breach; the categories and approximate number of Data Subjects concerned, and the records of Personal Data affected; a description of the likely consequences of the Data Security Breach; and a description of the measures taken, or proposed to be taken, to address the Data Security Breach) and will take reasonable steps to contain, investigate, and mitigate, and provide all assistance and cooperation necessary for Logicalis to seek to contain, investigate, and mitigate, the effects of the Data Security Breach and comply with its own obligations under Data Protection Law in respect of the Data Security Breach.
- 4.9. Processor shall not publish, make any announcement regarding, or otherwise authorize any broadcast of, any notice or information about a Data Security Breach without the prior written consent of Logicalis.

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- 4.10. If Processor is or becomes aware of any reason that would prevent its compliance with Data Protection Law or any incident of non-compliance with Data Protection Law in connection with the Processing of Personal Data under this DPA, it shall promptly notify Logicalis in the most expedient manner possible.
- 4.11. Processor shall prepare and maintain a written record, in electronic form, of all categories of Processing activities carried out on behalf of Logicalis in relation to Personal Data and in connection with this DPA and the provision of the Services as per Article 30 of GDPR
- 4.12. After the end of the provision of Services related to the Processing (or at any time during the term on Logicalis' written instructions) Processor will, at Logicalis' election:
 - (i) securely return any and all copies of Personal Data, or a portion thereof, as requested by Logicalis; and/or
 - (ii) securely transfer copies of any Personal Data, or a portion thereof, as requested by Logicalis to a third party or third parties nominated in writing by Logicalis; and/or
 - (iii) delete any and all copies of Personal Data, or a portion thereof, as requested by Logicalis, in accordance with Section 4.15.
- 4.13. If Processor has not received any written instructions from Logicalis after the end of the provision of Services related to the Processing, or upon termination of this DPA for any reason, it shall seek Logicalis' instructions before taking any action in respect of Personal Data.
- 4.14. Upon written instruction from Logicalis, including when it has first taken either action set out in Section 4.13 (i) or (ii), Processor will permanently and securely delete all copies of Personal Data, unless Processor is under a legal duty to retain it, in which case it shall be retained only in accordance with the specific purposes for which Processor is under a duty to retain it and maintain confidentiality in accordance with Section 4.3 of this DPA.
- 4.15. The provisions of this DPA shall survive the term of this DPA until Processor has returned or destroyed all Personal Data in accordance with the foregoing.

5. CALIFORNIA CONSUMER PRIVACY ACT COMPLIANCE

- 5.1. For purposes of this Section 5, "Customer Personal Information" means any "personal information" (as defined in the CCPA) relating to California consumers (as defined in the CCPA) that the Processor Processes in connection with performance of the Services under the Underlying Agreement. Customer Personal Information is a category of Personal Data.
- 5.2. In performing Services under the Underlying Agreement, Processor is a "Service Provider" (as defined in the CCPA) and shall process Customer Personal Information solely to provide its Services.
- 5.3. Processor shall not "Sell" (as defined in the CCPA), and shall prohibit any and all Subprocessors from Selling, any Customer Personal Information.
- 5.4. Processor certifies that it understands its obligations under this DPA and will comply with them.
- 5.5. Notwithstanding anything in the Underlying Agreement or any order or Statement of Work entered into in connection therewith, Processor's access to Customer Personal Information is not part of the consideration exchanged by the parties in respect of the Underlying Agreement.

6. RIGHT OF AUDIT

- 6.1. Processor will allow Logicalis, its Regulators, or any auditor or agent mandated by Logicalis to conduct audits or inspections during the term of this DPA and for twelve (12) months thereafter, which will include providing access to Processor's premises, resources, and personnel, and providing all reasonable assistance and contributions in order to assist Logicalis in exercising its audit rights under this section. The purposes of an audit pursuant to this section includes verifying that Processor is Processing Personal Data in accordance with the obligations under this DPA and Data Protection Law. Each party shall bear its own costs related to the performance of its obligations under this

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section. However, in the event that any such audit demonstrates that Processor has breached this DPA, Processor shall reimburse Logicalis for the full costs of the audit.

- 6.2. Where a Subprocessor has been engaged, Processor agrees that Logicalis may also carry out similar compliance and information security audits and checks of the Subprocessor to ensure the Subprocessor's adherence to the terms of this DPA and Data Protection Law.

7. DATA SUBJECT RIGHTS

- 7.1. Processor agrees, at its cost, to promptly assist Logicalis with all requests received from the Data Subjects of Personal Data Processed in connection with this DPA. Should Processor receive any such requests directly, Processor will immediately inform Logicalis that it has received the request, and forthwith forward such request to Logicalis in accordance with the Notices provision of the Underlying Agreement. Processor will not respond in any way to such a request, except on the instructions of Logicalis.

8. LIABILITY

- 8.1. Processor agrees nothing in any existing agreement, including the Underlying Agreement, will operate to exclude or restrict Processor's liability for breach of the terms of this DPA by Processor or any of its Subprocessors. Any breach of Processor's obligations under this DPA shall be deemed a material breach of this DPA and of the Underlying Agreement.
- 8.2. Processor shall indemnify and hold Logicalis and its officers, directors, shareholders, employees, agents, successors, and assigns (collectively the "Logicalis Indemnified Parties") harmless against all losses, claims, costs, damages, or proceedings suffered or incurred by Logicalis Indemnified Parties arising out of or in connection with Processor's breach of the terms of this DPA or Data Protection Law.

9. GOVERNING LAW

9.1. This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Underlying Agreement, unless required otherwise by Data Protection Law, in which case this DPA shall be governed by and construed in accordance with UK laws, excluding its conflict of laws principles. Any legal action or proceeding arising under this DPA will be brought either in the federal court in the Eastern District of Michigan or state courts located in Oakland County, Michigan, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

On behalf of Logicalis	On behalf of Processor
Name: Title: Date:	Name: Title: Date:

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Exhibit 1 Description of the Processing of Personal Data

Data Subjects

The personal data transferred may concern the following categories of Data Subjects:

- Job Applicants
- Past and present employees
- Beneficiaries
- Emergency contacts
- Prospects and marketing / sales contacts
- Personnel of prospective, past, and present customers
- Personnel of prospective, past, and present vendors
- Independent consultants
- Patients or study subjects
- Health care practitioners, including investigators and site staff

Categories of Data

Logicalis may provide Processor with Personal Data that includes, but is not limited to, the following categories of Personal Data:

- First and last name
- Title
- Work email
- Work phone
- Work address
- Home email
- Home phone
- Home address
- Current / former employer
- Current / former job title
- Work history
- References
- Educational history
- Training, certifications, and honors
- Government identification numbers
- Date of birth
- Marital status
- Personal life data (family, preferences, hobbies, etc.)
- Patient / subject number or unique identifier
- Web browsing history
- Machine name
- Login data
- Information about web browsing activities
- Technical information, such as machine data
- Location data
- Contact preferences
- Banking and financial information
- Criminal history (alleged or actual offenses)
- Credit history

Special Categories of Data

Logicalis may provide Processor with special or sensitive Personal Data that includes, but is not limited to, the following categories of Personal Data:

- Racial or ethnic origins
- Political opinions
- Religious or philosophical beliefs
- Trade union status
- Health information
- Genetic information
- Biometric data
- Sexual or gender identity, sex life, sexual orientation

Processing Operations

The Personal Data transferred may be subject to the following basic processing activities:

- Collection
- Recording
- Organization
- Structuring
- Storage
- Adaptation or alteration
- Retrieval
- Consultation
- Use
- Disclosure by transmission
- Dissemination or otherwise making available
- Alignment or combination
- Restriction
- Erasure or destruction

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Exhibit 2 Template Breach Notification Form

Data Security Breach notifications must be made electronically to the following email address:

legalservices@us.logicalis.com

Such notification shall contain at least the following minimum details regarding the Data Security Breach:

1. **Nature of the Breach**

[insert a description of the breach, including the categories and approximate number of affected Data Subjects]

2. **Likely Consequences**

[insert a description of the likely consequences of the breach, e.g., risk of identity theft, media coverage, etc.]

3. **Mitigating Measures**

[insert description of the measures taken/to be taken to address the breach and mitigate its effects.]

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Exhibit 3

If applicable according to section 4.6 of the DPA

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.

BETWEEN:

- 1) **Logicalis, Inc.**; and
- 2) **Processor**;

(each a “**party**” and 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:

1. **Definitions**

- 1.1 **‘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;
- 1.2 **‘the data exporter’** means the controller who transfers the personal data;
- 1.3 **‘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;
- 1.4 **‘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;
- 1.5 **‘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;
- 1.6 **‘technical and organizational security measures’** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized 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.

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3. **Third-party beneficiary clause**

- 3.1 The data subject can enforce against the data exporter this Clause 3, Clauses 4.2 to 4.9, Clauses 5.1 to 5.5, and 5.7 to 5.10, Clause 6.1 and 6.2, Clause 7, Clause 8.2, and Clauses 9 to 12 as a third-party beneficiary.
- 3.2 The data subject can enforce against the data importer this Clause 3, Clauses 5.1 to 5.5 and 5.7, 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 sub-processor this Clause, Clauses 5.1 to 5.5 and 5.7, 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.
- 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:

- 4.1 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;
- 4.2 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;
- 4.3 that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;
- 4.4 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, unauthorized 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;
- 4.5 that it will ensure compliance with the security measures;
- 4.6 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;
- 4.7 to forward any notification received from the data importer or any sub-processor pursuant to Clause 5.2 and Clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

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- 4.8 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;
- 4.9 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
- 4.10 that it will ensure compliance with Clause 4.1 to 4.9.

5. **Obligations of the data importer**

The data importer agrees and warrants:

- 5.1 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;
- 5.2 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;
- 5.3 that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;
- 5.4 that it will promptly notify the data exporter about:
 - 5.4.1 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;
 - 5.4.2 any accidental or unauthorized access; and
 - 5.4.3 any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
- 5.5 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;
- 5.6 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;
- 5.7 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;
- 5.8 that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

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- 5.9 that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- 5.10 to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. **Liability**

- 6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
- 6.2 If a data subject is not able to bring a claim for compensation in accordance with Clause 6.1 against the data exporter, arising out of a breach by the data importer or 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 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 sub-processor of its obligations in order to avoid its own liabilities.

- 6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in Clauses 6.1 or 6.2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. **Mediation and jurisdiction**

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

- 7.1.1 to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

- 7.1.2 to refer the dispute to the courts in the Member State in which the data exporter is established.

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

8. **Cooperation with supervisory authorities**

- 8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
- 8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

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8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to Clause 8.2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5.2.

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. **Sub-processing**

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in Clause 6.1 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

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

11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5.10, which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

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

12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in Clause 12.1.

DATA PROCESSING AGREEMENT

As set out in section 4.6 of the DPA, Processor is entering into this Data Transfer Agreement on its own behalf and on behalf of data importers, if applicable.

Appendix 1

to the Standard Contractual Clauses

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 Logicalis and, if applicable, other Data Controllers that are either affiliated entities of Logicalis or Clients of Logicalis.

Data importer

The data importer is the Processor that is providing Services to Logicalis, and that, by providing Services, is processing Personal Data controlled by the data exporters.

Data subjects

The personal data transferred concern the data subjects set out in Exhibit 1 of the DPA.

Categories of data

The personal data transferred concern the categories of data set out in Exhibit 1 of the DPA.

Special categories of data (if appropriate)

The personal data transferred concern the special categories of data set out in Exhibit 1 of the DPA.

Processing operations

The personal data transferred will be subject to the basic processing activities set out in Exhibit 1 of the DPA.

DATA PROCESSING AGREEMENT

Appendix 2

to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4.4 and 5.3 (or document/legislation attached):

The technical and organizational security measures as described in section 4.8. of the DPA.