DATA PROCESSING ADDENDUM

This Data Processing Addendum and its Annexes ("**DPA**" or "**Addendum**") is entered into by and between you (**Customer**) and us (**Soprano**) and becomes effective upon Customer's acceptance of the Contract, only if, and to the extent Data Protection Laws apply to the processing of Customer Personal Data by Soprano in the provision of the Services.

Customer enters into this DPA, including as appropriate the Standard Contractual Clauses, on behalf of itself and, to the extent required under this DPA and Data Protection Laws, in the name and on behalf of Customer Group Members (as defined below). Customer warrants and represents that it is authorized to agree to and enter into this DPA, including as appropriate the Standard Contractual Clauses, on behalf of each Customer Group Member.

We may update the DPA terms from time to time as set forth in section 1.3 of our Service Terms.

The terms used in this Addendum shall have the meanings set out in this Addendum. Capitalized terms not otherwise defined in this Addendum have the meaning given to them in the Contract. Except as modified below, the terms of the Contract shall remain in full force and effect.

In consideration of the mutual obligations set out in this Addendum, the parties agree that the terms and conditions set out below shall be added as an Addendum to the Contract. Except where the context requires otherwise, references in this Addendum to the Contract are to the Contract as amended by, and including, this Addendum.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and similar terms shall be construed accordingly:

1.1.1 "**Contract**" means the documents listed in section 1.1 of the Soprano [Service Terms](#) or other written or electronic agreement between Soprano and Customer for the provision of the Services;

1.1.2 "**Contracted Processor**" means Soprano or a Subprocessor;

1.1.3 "**Customer**" means the Customer legal entity described in the Application Form that has applied to receive our Services.

1.1.4 "**Customer Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Customer, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.1.5 "**Customer Group Member**" means (i) Customer, and (ii) any Customer Affiliate that has been allowed by Soprano to use the Services pursuant to

the Contract although it has not executed any Application Form (only to the extent that Soprano processes Customer Personal Data);

1.1.6   "**Customer Personal Data**" means any Personal Data submitted by or on behalf of Customer by means of use of the Services, and Processed by a Contracted Processor on behalf of a Customer Group Member pursuant to or in connection with the Contract;

1.1.7   "**Data Protection Laws**" means all applicable privacy laws and regulations, including without limitation EU Data Protection Laws and the data protection laws of Australia, the United Kingdom, Singapore, Brazil and the United States, to the extent applicable to the Processing of Customer Personal Data under the Contract;

1.1.8   "**EEA**" means the European Economic Area;

1.1.9   "**EU Data Protection Laws**" means the data protection laws applicable in the European Union and the European Economic Area, including GDPR and applicable national implementations of each Member State,   as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.10   "**GDPR**" means 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 (General Data Protection Regulation);

1.1.11   "**Laws**" means laws, acts, regulations, statutes, mandatory standards or industry codes including the requirements or directions of any relevant government or statutory authority applicable to the Services or that otherwise affect Customer Personal Data.

1.1.12   "**Personal Data**" means any information relating to an identified or identifiable natural person ('Data Subject'), where and to the extent such information is protected under applicable Data Protection Laws.

1.1.13   "**Restricted Transfer**" means:

1.1.13.1   a transfer of Customer Personal Data from any Customer Group Member to a Contracted Processor located in a country outside the EEA; or

1.1.13.2   an onward transfer of Customer Personal Data from a Contracted Processor to a Contracted Processor located in a country outside the EEA, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the appropriate safeguards to be established under section 5.4.1 or 11 below;

1.1.14   "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Soprano for Customer Group Members pursuant to the Contract;

1.1.15   "**Soprano**" means the Soprano entity described in the Application Form.

1.1.16   "**Soprano Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Soprano, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.1.17   "**Standard Contractual Clauses**" means the standard contractual clauses for data controller to data processor transfers approved by the European Commission in decision 2010/87/EU of 5 February 2010, in the form set out in Annex 2, for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection;

1.1.18   "**Subprocessor**" means any natural or legal person (including any third party and any Soprano Affiliate, but excluding any employee of Soprano) appointed by or on behalf of Soprano or their subprocessor to Process Personal Data on behalf of any Customer Group Member in connection with the provision on the Services to Customer.

1.2   The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data Breach**", "**Processing**", "**Processor**" and "**Supervisory Authority**" have the same meaning as in the GDPR, and their similar terms shall be construed accordingly.

1.3   The word "**include**" will be construed to mean include without limitation, and similar terms will be construed accordingly.

2.   Processing of Customer Personal Data

2.1   Soprano must:

2.1.1   comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and

2.1.2   not Process Customer Personal Data other than on the Customer's documented instructions unless Processing is required by applicable Laws to which the relevant Contracted Processor is subject, in which case Soprano will to the extent permitted by applicable Laws inform the relevant Customer Group Member of that legal requirement before the relevant Processing of that Personal Data.

2.2   Each Customer Group Member:

2.2.1   Instructs Soprano (and provides general authorization to Soprano to instruct each Subprocessor) to:

         2.2.1.1   Process Customer Personal Data on behalf of each Customer Group Member based on Customer's instructions as set out in the Contract and this Addendum; and

         2.2.1.2   In particular, transfer Customer Personal Data to any country or territory,

         as reasonably necessary for the provision of the Services and consistent with the Contract; and

2.2.2   Agrees that any instructions from Customer Group Member shall be communicated to Soprano exclusively by the Customer in writing, as set out in the Contract, and Customer warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 2.2.1 on each Customer Group Member's behalf.

2.2.3   Shall have sole responsibility for:

         2.2.3.1   the accuracy, quality and lawfulness of the Customer Personal Data and the means by which such Personal Data is acquired, and

         2.2.3.2   complying with all data protection principles under Data Protection Laws for the collection and processing of Customer Persona Data.

2.2.4   Shall ensure that its instructions comply with all applicable Laws, including Data Protection Laws.

2.2.5   Shall ensure that it has the right to transfer and/or provide access to, the Customer Personal Data to Soprano as set forth in this Addendum. Each Customer Group Member shall be responsible for informing relevant Data Subjects about Processing of their Personal Data within the meaning of applicable Data Protection Laws, in particular about its use of Contracted Processors to Process their Personal Data and that their Personal Data may be subject to a Restricted Transfer.

2.3   Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by Article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws) including the subject matter, duration, nature and purpose of the processing, types of Customer Personal Data, and the categories of data subjects. Customer may make reasonable amendments to Annex 1 by written notice to Soprano from time to time as Customer reasonably considers necessary to meet those requirements.

2.4   Soprano and each Customer Group Member, acknowledge and agree that with regard to the processing of Customer Personal Data, a Customer Group Member

may qualify as a Controller or Processor (including, but not limited to, a Processor within the meaning Article 28(4) of the GDPR) of Customer Personal Data, as the case may be. Soprano will act on Customer Group Member's behalf as a Processor (including, but not limited to, a Processor within the meaning Article 28(4) of the GDPR).

2.5 Where a Customer Group Member qualifies as a Processor (including, but not limited to, a Processor within the meaning Article 28(4) of the GDPR) acting on behalf of a Controller, in addition to complying with section 2.2, the Customer on behalf of the relevant Customer Group Member:

2.5.1 warrants and represents that it is and will at all relevant times remain duly and effectively authorised by the Controller to agree to and enter into this DPA on behalf of the Controller.

2.5.2 shall ensure that its instructions conform to the Controller's direct instructions, in addition to complying with all applicable Laws, including Data Protection Laws. Soprano shall only Process Customer Personal Data following direct documented instructions from the Customer pursuant to section 2.2.2. Soprano shall not receive instructions directly from the Controller save where Soprano and Customer have agreed to it in writing.

2.5.3 shall ensure that it has the right to transfer, or provide access to, or allow to Processing of, the Customer Personal Data to/by Contracted Processors as set forth in this Addendum. Therefore, the Customer Group Member will inform the Controller about its use of Contracted Processors to Process Customer Personal Data and that Customer Personal Data may be subject to a Restricted Transfer.

3. Soprano Personnel

Soprano agrees to take reasonable steps to ensure that any employee, agent or contractor of any Contracted Processor who is authorised to Process Customer Personal Data pursuant to the Contract, or in order to comply with applicable Laws in the context of that individual's duties to the Contracted Processor, is subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Soprano agree in relation to the Customer Personal Data to implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5. Subprocessing

5.1 Each Customer Group Member provides a general authorization to Soprano to appoint Subprocessors and authorises each Subprocessor appointed in accordance

with this section 5 to appoint any other Subprocessors in accordance with this section 5 and the Contract.

5.2   Soprano and each Soprano Affiliate acting as a Subprocessor may continue to use those Subprocessors they already engaged as at the date of this Addendum, subject to Soprano and each Subprocessor in each case as soon as practicable meeting the obligations set out in section 5.4.1.

5.3   Soprano agrees to maintain and make available to Customer an up to date list of its Subprocessors and their locations upon Customer's written request. At least 10 days before authorizing any new Subprocessor to Process Customer Personal Data, Soprano will give the Customer notice of any intended changes concerning the addition or replacement of such Subprocessor by updating the Subprocessor list accordingly. Customer may subscribe to receive email notifications for updates to the Soprano Subprocessor list using the Contact Information in Annex 1. If the Customer subscribes, Soprano will notify the Customer of any intended changes concerning the addition or replacement of such Subprocessor that affects the Customer at least 10 days before the change, giving the Customer the opportunity to object to such changes within this time period. If Soprano cannot reasonably accommodate Customer's objection, Soprano will notify Customer. Customer may, by written notice to Soprano within 30 days of Soprano's notice, terminate the Contract to the extent it relates to the Services, which require the use of the objected-to new Subprocessor.

5.4   With respect to each Subprocessor, Soprano will:

5.4.1   ensure that the arrangement between Soprano and a Subprocessor; or a Subprocessor and their (another) Subprocessor, is governed by a written contract including terms which offer at least materially same level of protection for Customer Personal Data as those set out in this Addendum and meet the requirements of Article 28(3) of the GDPR, with the exception of section 9.3 of this DPA;

5.4.2   request the list of the Subprocessors from its (Soprano's) Subprocessors upon Customer's written request, as reasonably possible.

5.5   In all cases, Soprano remains liable to Customer for performance of data protection obligations under this Addendum by any Subprocessor, should such Subprocessor fail to fulfil its data protection obligations as outlined in this section 5.

5.6   Each Customer Group Member warrants and represents that it is and will at all times remain duly and effectively authorised by the relevant Controller to sub-contract the Processing of Customer Personal Data to Soprano where such Customer Group Member qualifies as a Processor of Customer Personal Data.

6.   Data Subject Rights

6.1   Taking into account the nature of the Processing, Soprano will assist each Customer Group Member, by implementing appropriate technical and organisational measures, insofar as this is possible, with the fulfilment of the Customer Group Members' obligations, to respond to requests to exercise Data

Subject rights under the Data Protection Laws. Any such requests for assistance by Customer Group Members shall be communicated to Soprano exclusively by the Customer in writing and Soprano shall only be obliged to respond to Customer directly. For avoidance of any doubt, Customer Group Members are responsible for responding to such requests.

6.2   Soprano will:

6.2.1   notify Customer if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data and redirect the Data Subject to make its request directly to Customer; and

6.2.2   ensure that the Contracted Processor does not respond to that request except on the documented instructions of Customer or the relevant Customer Affiliate, to the extent Customer is unable to access the relevant Personal Data and information after diligent reasonable efforts, or as required by applicable Laws to which the Contracted Processor is subject.

7.   Personal Data Breach

7.1   Soprano will notify Customer without undue delay on Soprano becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with available information to assist each Customer Group Member with their obligations to notify Personal Data Breach to Supervisory Authorities or communicate it to Data Subjects under the Data Protection Laws. Any such information shall be provided by Soprano exclusively to the Customer, which shall then inform Customer Group Members accordingly, without undue delay.

7.2   Soprano's or any other Contracted Processor's notification of or response to a Personal Data breach under this Addendum is not an acknowledgement by them of any fault or liability with respect to such Personal Data Breach. Customer must promptly notify Soprano about any possible misuse of its or Customer Group Members' accounts or authentication credentials, or any Personal Data Breach or other security incident related to the Services.

7.3   At Customer's sole expense and to the extent Customer cannot itself access the information necessary to comply with its obligations under applicable Data Protection Laws, Soprano will co-operate with Customer and each Customer Group Member and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7.4   Customer is solely responsible for fulfilling any third-party notification obligations related to any Personal Data Breach, except where applicable Data Protection Laws provide otherwise.

8.   Data Protection Impact Assessment and Prior Consultation

Soprano will provide reasonable assistance to each Customer Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably

considers to be required of any Customer Group Member by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Customer Personal Data

9.1 Subject to section 9.2, Soprano will promptly and in any event within 30 days of the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), delete or return (if the Customer Personal Data has not been previously provided or made accessible to the Customer through platform functionality, such as the ability to download the Customer Personal Data) to relevant Customer Group Member and procure the same for all copies of those Customer Personal Data.

9.2 Each Contracted Processor may retain Customer Personal Data to the extent required by applicable Laws or as necessary to complete required payment operations under the Contract and only to the extent and for such period as required by applicable Laws or necessary for such payment operation purposes and always provided that Soprano will ensure the confidentiality of all such Customer Personal Data and will ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable Laws requiring its storage and for no other purpose.

9.3 Soprano will provide written certification to Customer that it has fully complied with this section 9 within **30 days** of the Cessation Date, upon Client's written request.

10. Audit rights

10.1 If the EU Data Protection Laws apply to the Customer Personal Data, Soprano agrees to make available, upon written request from the Customer, all information necessary to demonstrate compliance with this Addendum, and will allow for and contribute to audits, including inspections, by Customer or a suitably qualified, independent third party auditor mandated by Customer in relation to the Processing of the Customer Personal Data by the Contracted Processors, at the Customer's cost and expense.

10.2 Information and audit rights of the Customer only arise under section 10.1 to the extent that the Contract does not otherwise give the Customer information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR) and shall be subject to the conditions provided in sections 10.3 and 10.4.

10.3 Customer will give Soprano no less than one (1) month prior notice of any audit or inspection to be conducted under section 10.1 and will make (and ensure that each of its auditors make) reasonable endeavours to avoid causing any damage, injury or (or, if it cannot avoid, to minimise) disruption to Soprano's business in the course of such an audit or inspection. Soprano need not give access to information relevant for the purposes of such an audit or inspection:

10.3.1   to any individual unless he or she produces reasonable evidence of identity and authority and is bound by a duty of confidentiality;

10.3.2   outside its normal business hours, for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:

10.3.2.1   Customer reasonably considers necessary because of genuine concerns as to Soprano's or the relevant Soprano Affiliate's compliance with this Addendum; or

10.3.2.2   A Customer Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where Customer has identified its concerns or the relevant requirement or request in its prior written notice to Soprano of the audit or inspection, and such concerns are reasonably acceptable to Soprano.

10.4   Customer agrees that its right to audit set out above, shall be subject to the following additional terms:

10.4.1   Soprano may object to any third-party auditor appointed by Customer under section 10.2 if in Soprano's reasonable opinion the auditor is not suitably qualified or independent.

10.4.2   Before the commencement of any audit, Customer and Soprano shall discuss and agree in advance on the reasonable start date, scope and duration of the audit, in addition to the applicable security and confidentiality controls.

10.4.3   Customer shall reimburse Soprano for any related costs incurred by any Contracted Processor for any audit or inspection under section 10.1.

10.4.4   The Customer, when conducting an audit under section 10.1 on behalf of itself or a Customer Group Member, shall make reasonable endeavours to combine into one single audit all requests to assess Soprano's compliance with this Addendum, in order to minimize the impact on Soprano. For the avoidance of any doubt, any such audits or inspections as Customer Group Member may wish to carry out vis-à-vis Soprano shall be carried out exclusively by the Customer, as described above and Soprano shall cooperate solely with Customer's requests made on their behalf.

11.   Restricted Transfers

11.1   Subject to section 11.3, each Customer Group Member (as "data exporter") and Soprano (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Customer Group Member to Soprano, and such Standard Contractual Clauses shall be incorporated into this Addendum. For the avoidance of any doubt, where Customer acts as a Processor (including, but not limited to, a Processor within the meaning Article 28(4) of the

GDPR), these Standard Contractual Clauses are concluded by the Parties to fulfil and pursuant to the obligation in Clause 11 of the Standard Contractual Clauses in order to provide adequate safeguards to Customer Personal Data in the name and on behalf of the relevant Controller of Customer Personal Data.

11.2   Soprano warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor, Soprano shall enter into the Standard Contractual Clauses set out in Annex 2 herein without any modifications, in the name and on behalf of the Customer or the relevant Controller of Customer Personal Data to fulfil and pursuant to the obligation in Clause 11 of such Standard Contractual Clauses, or shall otherwise ensure that said Restricted Transfer takes place only if any of the following requirements are met: (i) said Restricted Transfer is made pursuant to an adequacy decision by the Commission or other appropriate safeguards in accordance with Article 46 of the GDPR, or (ii) pursuant to Binding Corporate Rules approved by a competent Supervisory Authority in accordance with Article 47 of the GDPR, or (iii) based on derogations under Article 49 of the GDPR.

12.   General Terms

Governing law and jurisdiction

12.1   Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

12.1.1   the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Contract with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.1.2   this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Contract.

Order of precedence

12.2   Nothing in this Addendum reduces Soprano's obligations under the Contract in relation to the protection of Personal Data or permits Soprano to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Contract. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. In case of any conflict between this Addendum and the Contract, the terms of the Addendum shall take precedence over the conflicting terms of the Contract.

12.3   Subject to section 13.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Contract and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Changes in Data Protection Laws, etc.

12.4   Customer may:

12.4.1   by at least 30 (thirty) calendar days' written notice to Soprano from time to time request any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under section 11.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

12.4.2   propose any other variations to this Addendum which Customer reasonably considers to be necessary to address the requirements of any Data Protection Law.

12.5   If Customer gives notice under section 13.4.1, Soprano shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place under section 5.4.1.

12.6   If Customer gives notice under section 13.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable.

12.7   Customer shall not require the consent or approval of any Customer Affiliate, acting as Customer Group Member, to amend this Addendum pursuant to this section 13 or otherwise and shall ensure all such necessary authorizations have been given by respective Customer Affiliates.

Severance

12.8   Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

The Parties hereto have executed this Addendum by their duly authorized representatives by executing a relevant Contract document, which references the Addendum on the date set therein.

ANNEX 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR:

- **Subject matter and duration of the processing.**

The subject matter of the Processing of the Customer Personal Data by Soprano is the provision of the Services set out in the Contract. Customer Personal Data will be processed for the duration of the Contract, subject to the provisions of this Addendum.

- **Nature and purpose of the processing.**

The nature and purpose of the processing shall be the provision of telecommunication services to send electronic messages, as further specified in the Application Form.

- **Processing Operations.**

The personal data will be subject to the following basic processing activities: Submission to telecommunication providers for delivery; storage; access for customer Services, email and messaging abuse detection, prevention, and remediation; monitoring, maintaining and improving the Services.

- **Type of Customer Personal Data to be processed.**

Customer has full control over the Personal Data which is being transferred to Soprano. Type of Personal Data may include, but is not limited to, the following type of Personal Data:

- Contact Information (telephone numbers, email addresses)

- Identification Data (first and last name)

- Traffic Data (IMEI, IMSI, MSISDN…)

- Content exchanged by means of use of the Services, such as text, message bodies, voice and video media, images and sound.

- Any other Personal Data submitted by Customer.

- **Special categories of data**

Soprano neither wants nor intentionally collects or processes special categories of data in the provision of its Services and therefore the Customer Group Members undertake not to transmit data of such nature to Contracted Processors. However, as the Customer Group Members have full control over the Personal Data, which is being transferred to Contracted Processors, the Customer Group Members are solely responsible for the lawfulness of the processing of any special categories of data inadvertently processed by Contracted Processors.

- **Categories of data subjects**

Data Subjects may include Customer's customers, employees, suppliers and end users that are natural persons about whom data is provided to Contracted Processorsvia the Services by or at the direction of the Customer Group Members or by Customer's customers;

- **Contact information**

If you have any questions, you can reach the Soprano Privacy Team at Privacy@sopranodesign.com

ANNEX 2: STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

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

Name of the data exporting organisation: Customer Group Members as shown on the relevant Contract documents executing this Addendum and as appropriate pursuant to section 11.1 of the Addendum (Customer has executed the Addendum, including these Standard Contractual Clauses on behalf of itself, and on behalf of each Customer Affiliate acting as Customer Group Member as appropriate pursuant to section 11.1 of the Addendum).

Address: Customer Group Members' addresses as shown on the relevant Contract documents executing this Addendum.
Tel.: Customer Group Members' telephone numbers as shown on the relevant Contract documents executing this Addendum.

e-mail: Customer Group Members' email address as shown on the relevant Contract documents, executing this Addendum.
Other information needed to identify the organisation: N/A

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

And

Name of the data importing organisation: Soprano as shown on the Application Form.

Address: Soprano's address as shown on the Application Form

Tel.: Soprano's telephone number as shown on the Application Form;

e-mail: privacy@sopranodesign.com
Other information needed to identify the organisation: N/A.

....
(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.

Background

The data exporter has entered into the Addendum with the data importer. Pursuant to the terms of the Addendum, it is contemplated that Services provided by the data importer will involve the transfer of Personal Data to data importer. Data importer is located in a country not ensuring an adequate level of data protection pursuant to EU Data Protection Laws. To ensure compliance with the GDPR and applicable EU Data Protection Laws, the Controller agrees to the provision of such Services, including the Processing of Personal Data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Standard Contractual Clauses.

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;

(b)   '*the data exporter*' means the controller who transfers the personal data;

(c)   *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

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

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 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).

Clause 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.

Clause 6

Liability

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

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract 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 subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

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

   (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 subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

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

Clause 10

Variation of the contract

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

Clause 11

Subprocessing

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

2.   The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

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

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

The parties identified in the outset of these Standard Contractual Clauses have executed these by their duly authorized representatives by executing a relevant Contract document, which references the Addendum and by reference these Standard Contractual Clauses on the date set therein.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses

Data exporter
The data exporter is any Customer Group Member who has executed, or on whose behalf the above DPA was executed

Data importer
The data importer is Soprano, if located outside the EEA.

Data subjects
The personal data transferred concern the following categories of data subjects: As set out in Annex 1 to the DPA.

Categories of data
The personal data transferred concern the following categories of data: As set out in Annex 1 to the DPA.

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data: As set out in Annex 1 to the DPA.

Processing operations
The personal data transferred will be subject to the following basic processing activities: As set out in Annex 1 to the DPA.

<u>APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES</u>

This Appendix forms part of the Clauses

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

The data importer's security measures include but are not limited to https://www.sopranodesign.com/platform/security/ and those set out in Our Data Security Statement a copy of which will be provided by Soprano at the written request of Customer.

Last Updated: July 27, 2020.