



DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) forms a part of the Prestavi Terms of Service (“Terms”) found at <https://www.prestavi.com/legal/terms>. This DPA applies to the extent you are using our Services in the context of your data processing activities that are subject to the EU General Data Protection Regulation (“GDPR”).

This DPA sets out data protection, security, and confidentiality requirements regarding the Processing of Personal Data that is collected, disclosed, stored, accessed or otherwise processed by Prestavi for the purpose of providing the Services.

This DPA is entered into by Prestavi, Inc. (referred to as “Prestavi”, “Us”, “Our” in this DPA). Prestavi, Inc. is a private company incorporated in The United States of America. You must have an existing Prestavi account to accept this DPA.

While providing the Services under the Terms, Prestavi may Process certain Personal Data (such terms defined below) on behalf of Customer and where Prestavi Processes such Personal Data on behalf of Customer the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

HOW TO ACCEPT THESE TERMS:

This DPA has been pre-signed on behalf of Prestavi. To complete this DPA, Customer must do the following:

- a) Complete the information in the signature box and sign on Page 8
- b) Complete the information as the data exporter on Page 17
- c) Complete the information in the signature box and sign on Pages 19 and 20

Upon receipt of the validly completed DPA by Prestavi this DPA will become legally binding.

1. DEFINITIONS

“Affiliate” means (a) any entity on whose behalf Customer obtained the Prestavi Services, and/or (b) any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

“Customer Data” means what is described in the Prestavi Privacy Policy as “your data”, “personal information” or similar terms.

“Data Protection Laws and Regulations” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Terms.

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“GDPR” means the 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).

“Personal Data” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

“Prestavi” means the Prestavi entity which is a party to this DPA, being Prestavi, Inc., a company incorporated in Delaware.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Security Practices Documentation” means Prestavi’s Security Practices Documentation, as updated from time to time, and currently accessible at <https://prestavi.com/security>

“Standard Contractual Clauses” means the agreements entered into by and between You and Prestavi and attached hereto as Exhibit B for the international transfer of personal data

to third countries which according to the European Commission, the Swiss Federal Council, and/or the UK Government do not ensure an adequate level of data protection.

“**Sub-processor**” means any Processor engaged by Prestavi.

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

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Prestavi is the Processor and that Prestavi will engage Sub-Processors pursuant to the requirements set forth in Section 4 “Sub-Processors” below.

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 Prestavi’s Processing of Personal Data. As Customer’s Processor, Prestavi shall treat Personal Data as confidential information and only Process Personal Data for the following purposes: (i) Processing in accordance with the Terms and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or customer support inquiries) that are consistent with the Terms (individually and collectively, the “Purpose”). Prestavi acts on behalf of and on the instructions of Customer in carrying out the Purpose.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Prestavi is as described in the Purpose in Section 2.3. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Exhibit A (Details of the Processing) to this DPA.

3. RIGHTS OF THE DATA SUBJECTS

3.1 Data Subject Requests. Prestavi shall, to the extent legally permitted, promptly notify Customer if Prestavi receives a request from a Data Subject to exercise the Data Subject’s right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or its right not to be subject to an automated individual decision making (“Data Subject Request”). Considering the nature of

the Processing, Prestavi shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Prestavi shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Prestavi is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Prestavi's provision of such assistance.

4. SUB-PROCESSORS

4.1 Appointment of Sub-Processors. Customer acknowledges and agrees that (a) Prestavi's Affiliates may be retained as Sub-Processors through written agreement with Prestavi and (b) Prestavi and Prestavi's Affiliates respectively may engage third-party Sub-Processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-Processor to Process Personal Data, Prestavi or a Prestavi's Affiliate will enter into a written agreement with each Sub-Processor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-Processor. Customer acknowledges that Prestavi, Inc. is located in the United States. In the event Customer enters into the Standard Contractual Clauses set forth in Exhibit B, then Customer agrees that Prestavi may appoint Sub-Processors in accordance with Clause 11 of Exhibit B and section 9.1 below.

4.2 List of Current Sub-Processors. Prestavi shall make available a list of Sub-Processors for the Services. A current list of the Prestavi Sub-Processors can be found at <https://prestavi.com/legal/providers>. Prestavi will update the list to reflect any addition, replacement or other changes to Prestavi's Sub-Processors.

4.3 Objection Right for New Sub-Processors. You may reasonably object to Prestavi's use of a new Sub-Processor on legitimate grounds. Customer acknowledges that these Sub-Processors are essential to providing the Services and that objecting to the use of a Sub-Processor may prevent Prestavi from offering the Services to Customer.

5. PRESTAVI PERSONNEL

5.1 Confidentiality. Prestavi shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Prestavi shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

5.2 Limitation of Access. Prestavi shall ensure that access to Personal Data is limited to those personnel performing Services in accordance with the Terms.

5.3 Data Protection Officer. Based on Prestavi's processing activities, Prestavi is not required to appoint a Data Protection Officer. Prestavi reserves the right to voluntarily appoint a Data Protection Officer in the future. For questions about this DPA, GDPR compliance, data privacy, or any other privacy issues please send an email to support@prestavi.com.

6. SECURITY

6.1 Controls for the Protection of Personal Data. Prestavi shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in the Security Practices Documentation. Prestavi regularly monitors compliance with these measures. Prestavi will not materially decrease the overall security of the Services during a subscription term.

6.2 Personal Data Incident Management and Notification. Prestavi maintains security incident management policies and procedures. Prestavi shall notify Customer without unreasonable delay of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Prestavi becomes aware and which may require a notification to be made to a Supervisory Authority or Data Subject under applicable Data Protection Law or which Prestavi is required to notify to Customer under applicable Data Protection Law (a "Personal Data Incident"). Prestavi shall provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Prestavi's control. Except as required by applicable Data Protection Law, the obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non-Prestavi Products.

7. AUDIT

7.1 Scope. Prestavi will maintain records of its Processing activities as required by the Data Protection Laws and will make available to Customer that is not a competitor of Prestavi information reasonably necessary to demonstrate its compliance with the obligations set out in this DPA. Customer's inspection rights under this DPA do not extend to Prestavi's employee payroll, personnel records or any portions of its sites, books, documents, records, or other information that do not relate to the Services or to the extent they pertain to third parties.

7.2 Process. Subject to reasonable written notice from Customer and at the Customer's additional expense (including all costs and fees for any and all time Prestavi expends on such audit, in addition to the rates for services performed by Prestavi), Prestavi and Customer shall mutually agree to appoint a third-party auditor to verify that Prestavi is in compliance with the obligations under this DPA. Audits and inspections will be carried out at mutually agreed times during regular business hours, and no more than once per calendar year. The Parties shall mutually agree upon the duration of the audit. If The Parties are unable to mutually agree on any of the details of the audit or Prestavi declines to follow any instruction requested by Customer regarding audits, Customer is entitled to terminate this DPA and close their Prestavi account.

7.3 Confidentiality. All information obtained during any such request for information or audit will be considered Prestavi's confidential information under the Terms and this DPA. The results of the inspection and all information reviewed during such inspection will be deemed Prestavi's confidential information. The third-party auditor may only disclose to Customer specific violations of this DPA if any, and the basis for such findings, and shall not disclose any of the records or information reviewed during the audit.

8. RETURN AND DELETION OF PERSONAL DATA

Prestavi will delete or return all Personal Data to the Data Controller upon termination of the Services, and delete existing copies, unless further storage of the Personal Data is required or authorized by Applicable Law.

9. DATA TRANSFERS

9.1 Data Transfer Mechanism. The parties agree that Prestavi may transfer Personal Data processed under this DPA outside the European Economic Area ("EEA"), the UK or Switzerland as necessary to provide the Services. If Prestavi transfers Personal Data protected under this DPA to a jurisdiction for which the European Commission or the UK (as applicable) has not issued an adequacy decision, Prestavi will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Applicable Law.

9.2 Standard Contractual Clauses. If Customer's use of the Services involves Customer's transfer of Personal Data from the United Kingdom or EEA to Prestavi, or if entering into the Standard Contractual Clauses set forth in Exhibit B to this DPA with Prestavi would otherwise help Customer satisfy a legal obligation relating to the international transfer of Personal Data, then (i) by entering into this DPA, the Parties are deemed to be signing such Standard Contractual Clauses, including each of its applicable Appendices and (ii) such Standard Contractual Clauses form part of this DPA and take precedence over any other provisions of this DPA to the extent of any conflict.

10 TERMINATION

This DPA will have the same duration as and will be subject to the termination terms of the Prestavi Terms of Service. The obligations of Prestavi to implement appropriate security measures with respect to Personal Data will survive the termination of this DPA and will apply for so long as Prestavi retains Personal Data. In the event of a conflict between this DPA and the Prestavi Agreement, this DPA will apply to the extent of the inconsistency.

11 LIMITATION OF LIABILITY

Each party's (including their respective affiliates') liability, in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Warranties, Disclaimers, and Limitation of Liability' section of the Prestavi Terms of Service, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its affiliates under the Prestavi Terms and all DPAs together.

List of Exhibits

Exhibit 1: Details of the Processing

Exhibit 2: Standard Contractual Clauses

The Parties' authorized signatories have duly executed this DPA.

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

PRESTAVI, INC.

Signature: Mitchell Glenn

Print Name: Mitchell Glenn

Title: CEO

Date: 06/22/2021

EXHIBIT A
DETAILS OF THE PROCESSING

Nature and Purpose of Processing

Prestavi will Process Personal Data as necessary to perform the Services pursuant to the Terms, as further specified in the DPA, and as further instructed by Customer in its use of the Services.

Duration of Processing

Subject to Section 6.2 of the DPA, Prestavi will Process Personal Data for the duration of the Terms, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the categories, extent and detail of which is determined and controlled by Customer in its sole discretion.

Type of Personal Data

Customer may submit Personal Data to the Services, the type, extent and detail of which is determined and controlled by Customer in its sole discretion.

EXHIBIT B
STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

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

The entity identified as “Customer” in the DPA (the data **exporter**)

And

Prestavi, Inc. 19215 SE 34th Street, Suite 106, PMB 526, Camas, WA 98607, USA (the data **importer**)

each a “party”; together “the parties”

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

Clause 1

Definitions

For the purposes of the Clauses:

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

2. (b) '*the Data Exporter*' means the controller who transfers the personal data;
3. (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 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.

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 organizational 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, 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;
- (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 organizational 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,

2. (ii) any accidental or unauthorized access, and
3. (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

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

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

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

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

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

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

Clause 6

Liability

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

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the Data Exporter, arising out of a breach by the Data Importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the Data Exporter has factually disappeared or ceased to exist in law or has become insolvent, the Data Importer agrees that the data subject may issue a claim against the Data Importer as if it were the Data Exporter, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The Data Importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

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

data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

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

1. (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
2. (b) to refer the dispute to the courts in the Member State in which the Data Exporter is established.

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

Clause 8

Cooperation with supervisory authorities

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

2. The parties agree that the supervisory authority has the right to conduct an audit of the Data Importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the Data Exporter under the applicable data protection law.

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

Clause 9

Governing Law

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

Clause 10

Variation of the contract

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

Clause 11

Subprocessing

1. The Data Importer shall not subcontract any of its processing operations performed on behalf of the Data Exporter under the Clauses without the prior written consent of the Data Exporter. Where the Data Importer subcontracts its obligations under the Clauses, with the consent of the Data Exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the Data Importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the Data Importer shall remain fully liable to the Data Exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the Data Importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the Data Exporter or the Data Importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the Data Exporter is established.
4. The Data Exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the Data Importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the Data Exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the Data Importer and the subprocessor shall, at the choice of the Data Exporter, return all the personal data transferred and the copies thereof to the Data Exporter or shall destroy all the personal data and certify to the Data Exporter that it has done so, unless legislation imposed upon the Data Importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the Data Importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The Data Importer and the subprocessor warrant that upon request of the Data Exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the Data Exporter:

Full Name:

Position:

Address:

Signature:

On behalf of the Data Importer:

Full Name: Mitchell Glenn

Position: CEO

Address: 19215 SE 34th Street, Suite 106, PMB 526, Camas, WA 98607, USA

Signature: 

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data Exporter

The Data Exporter is a customer of the Data Importer's workflow management software, services, systems and/or technologies, and the Data Exporter is established in the territory of an EU Member State.

Data Importer

The Data Importer is a provider of workflow management software, services, systems and/or technologies.

Data subjects

Data Exporter may submit personal data to the Data Importer through the Services, the extent of which is determined and controlled by the Data Exporter in compliance with applicable Data Protection Law and which may include, but is not limited to, personal data relating to the following categories of data subject:

- employees of the Data Exporter;
- consultants of the Data Exporter;
- contractors of the Data Exporter;
- agents of the Data Exporter; and/or
- third parties with which the Data Exporter conducts business.

Categories of data

The personal data transferred concern the following categories of data:

Any personal data comprised in Customer Data. "Customer Data" means all data and information submitted by Customer to the Services.

Special categories of data (if appropriate)

Data Exporter may submit special categories of data to Prestavi, the type, category, extent and detail of which is determined and controlled by the Data Exporter in its sole discretion.

Processing operations

The personal data transferred will be processed in accordance with the Agreement and any Order Form and may be subject to the following processing activities:

- storage and other processing necessary to provide, maintain and update the Services provided to the Data Exporter;
- to provide customer and technical support to the Data Exporter; and
- disclosures in accordance with the Agreement, as compelled by law.

On behalf of the Data Exporter:

Name:

Signature:

On behalf of the Data Importer:

Name: Mitchell Glenn

Signature: 

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses.

Technical and organizational security measures implemented by the Data Importer in accordance with Clauses 4(d) and 5(c):

The Data Importer has implemented and will maintain appropriate technical and organizational measures to protect the personal data against misuse and accidental loss or destruction as set forth in Prestavi's Security Practices Documentation.

On behalf of the Data Exporter:

Name:

Signature:

On behalf of the Data Importer:

Name: Mitchell Glenn

Signature: 