



## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) forms a part of the “Terms of Use” found at <https://compliance.sendthisfile.com/terms-of-use>, unless Customer has entered into a superseding written master agreement with SendThisFile, Inc. (STF), in which case, it forms a part of such written agreement (in either case, the “Agreement”).

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, STF may Process certain Personal Data (such terms defined below) on behalf of Customer and where STF 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 EXECUTE THIS DPA:

1. This DPA consists of the main body of the DPA, Exhibit A, Exhibit B and Exhibit C (including Appendix 1 and Appendix 2).
2. This DPA has been pre-signed on behalf of STF. The Standard Contractual Clauses in Exhibit C have been pre-signed by STF as the data importer.
3. To complete this DPA, Customer must:
  - a. Complete the information in the signature box and sign on Page 7.
  - b. Complete the information as the data exporter on Page 11.
  - c. Complete the information in the signature box and sign on Pages 18, 20 and 21
4. Send the completed and signed DPA to STF by email, indicating Customer’s primary email address used for the SendThisFile account, to [dpo@sendthisfile.com](mailto:dpo@sendthisfile.com).

This DPA shall only be effective on the date that STF provides Customer with an acknowledgement of receipt of the fully signed DPA.

### HOW THIS DPA APPLIES

This DPA is an addendum to and forms part of the Agreement. The Customer entity signing this DPA must be the same as the Customer entity party to the Agreement.

This DPA is only legally binding and valid for parties to STF’s Agreement. If the entity signing this DPA has not explicitly agreed to STF’s Agreement, this DPA is considered invalid.

## 1. DEFINITIONS

**“Affiliate”** means 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.

**“Controller Affiliate”** means any of Customer's Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Customer and STF, but have not agreed to STF's Agreement and are not a “Customer” as defined under the Agreement, (b) if and to the extent STF processes Personal Data for which such Affiliate(s) qualify as the Controller.

**“Data Protection Laws”** means the GDPR and, to the extent applicable, the data protection or privacy laws in any other country, as applicable to the Processing of Personal Data under the Agreement.

**“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 Customer Data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws.

**“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.

**“Standard Contractual Clauses”** means the agreement executed by and between Customer and STF and attached hereto as Exhibit C pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

**“STF”** means the SendThisFile, Inc. entity which is party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being SendThisFile, Inc., a company incorporated in Wichita, Kansas, U.S.A.

**“Sub-processor”** means any Processor engaged by STF

**“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, STF is the Processor and that STF will engage Sub-processors pursuant to the requirements set forth in Section 5 “SUBPROCESSORS” below.
- 2.2. Customer’s Processing of Personal Data.** Customer shall, in its use of the Service 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. STF’s Processing of Personal Data.** As Customer’s Processor, STF shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Users in their use of the Service; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.
- 2.4. Details of the Processing.** The subject-matter of Processing of Personal Data by STF is the performance of the Services pursuant to the Agreement. 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 B.

## 3. RIGHTS OF DATA SUBJECTS

- 3.1. Notification of Data Subject Requests.** STF shall, to the extent legally permitted, promptly notify Customer if STF receives a request from a Data Subject to exercise any of the Data Subject's rights under any Data Protection Law (“Data Subject Request”).
- 3.2. Assistance to Customer Regarding Data Subject Requests.** Taking into account the nature of the Processing, STF 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 any Data Protection Law. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, STF shall upon Customer’s request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent STF is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from STF’s provision of such assistance.

## 4. STF PERSONNEL

- 4.1. Confidentiality.** STF shall take reasonable steps to 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 are subject to confidentiality agreements or professional or statutory obligations of confidentiality.
- 4.2. Reliability.** STF shall take commercially reasonable steps to ensure the reliability of any STF personnel engaged in the Processing of Personal Data.
- 4.3. Limitation of Access.** STF shall ensure that STF’s access to Personal Data is strictly limited to those individuals who need to know / access the relevant Personal Data, as necessary to perform Services in accordance with the Agreement, or to comply with applicable laws in the context of that individual's duties to STF
- 4.4. Data Protection Officer.** STF has appointed a data protection officer. The appointed person may be reached at [dpo@sendthisfile.com](mailto:dpo@sendthisfile.com)

## 5. SUBPROCESSORS

- 5.1. Appointment of Sub-processors.** Customer acknowledges and agrees that STF may engage third-party Sub-processors in connection with the provision of the Services. STF will enter into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.
- 5.2. Sub-processor Information and Notification.** Information about Sub-processors, including their functions and locations, is available at <https://compliance.sendthisfile.com/subprocessors> (and may be updated by STF from time to time in accordance with this Data Processing Amendment). STF shall provide notification to Customer of each Sub-processor it uses before authorizing such Sub-processor to Process Personal Data in connection with the provision of the applicable Services.
- 5.3. Objection Right for New Sub-processors.** Customer may object to STF's use of a new Sub-processor by notifying STF promptly in writing within ten (10) business days after receipt of STF's notice. In the event Customer objects to a new Sub-processor, STF will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If STF is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the Agreement. STF will refund Customer any prepaid fees covering the remainder of the term, without imposing a penalty for such termination on Customer.
- 5.4. Liability.** STF shall be liable for the acts and omissions of its Sub-processors to the same extent STF would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

## 6. SECURITY

- 6.1. Controls for the Protection of Customer Data.** STF 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.
- 6.2. Third-Party Audits.** STF shall make available to Customer on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by an auditor mandated by Customer in relation to the Processing of the Personal Data by STF. Such audits or inspections shall be conducted no more than once per year during normal business hours following reasonable advance written notice to STF, and shall be conducted in a manner that does not unreasonably interfere with the business operations of STF.

## 7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

- 7.1.** STF shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data,

including Personal Data, transmitted, stored or otherwise Processed by STF or its Sub-processors of which STF becomes aware (a “**Customer Data Incident**”).

- 7.2.** STF shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as STF deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within STF’s reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer’s Users.

## **8. RETURN AND DELETION OF CUSTOMER DATA**

- 8.1.** At Customer’s election, following termination of the Services under the Agreement STF shall either return Customer Data to Customer or destroy the Customer Data and, to the extent allowed by applicable law, delete existing copies of Customer Data in accordance with the procedures and timeframes specified in the Agreement.

## **9. CONTROLLER AFFILIATES**

- 9.1. Contractual Relationship.** The parties acknowledge and agree that, by executing the DPA in accordance with “HOW TO EXECUTE THIS DPA”, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate DPA between STF and each such Controller Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Customer.
- 9.2. Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with STF under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.
- 9.3. Rights of Controller Affiliates.** If a Controller Affiliate becomes a party to the DPA with STF, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
- 9.3.1.** Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against STF directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together (as set forth, for example, in Section 9.3.2, below).
- 9.3.2.** The parties agree that the Customer that is the contracting party to the Agreement shall, if carrying out an on-site audit of the STF procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on STF by combining, to

the extent reasonable possible, several audit requests carried out on behalf of different Controller Affiliates in one single audit.

## **10. LIMITATION OF LIABILITY**

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and STF, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, 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 Agreement and all DPAs together.

For the avoidance of doubt, STF's and its Affiliates' total liability for all claims from the Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.

## **11. EUROPEAN SPECIFIC PROVISIONS**

**11.1. GDPR.** With effect from 25 May 2018, STF will Process Personal Data in accordance with the GDPR requirements directly applicable to STF's provisioning of the Service.

**11.2. Data Protection Impact Assessment.** Upon Customer's request, STF shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to STF. STF shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

**11.3. Transfer Mechanisms.** As of the effective date of this DPA, STF self-certifies to and complies with the EU-U.S. Privacy Shield Framework, as administered by the US Department of Commerce.

### **List of Exhibits**

Exhibit A: Additional Data Transfer Terms

Exhibit B: Description of Processing Activities

Exhibit C: Standard Contractual Clauses

The parties' authorized signatories have duly executed this Agreement:

**CUSTOMER**

Signature: \_\_\_\_\_

Customer Legal Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STF**

Signature: Scott E Sexton

Print Name: Scott E. Sexton

Title: President

Date: 12/05/2022

EXHIBIT A  
ADDITIONAL DATA TRANSFER TERMS

*“Model Clauses” shall mean the Standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of Personal Data to Processors established in third countries under the EU Directives and any amendment, replacement or renewal thereof by the European Commission.*

**1. ADDITIONAL TERMS TO STANDARD CONTRACTUAL CLAUSES**

- 1.1 Customers covered by the Standard Contractual Clauses.** The Standard Contractual Clauses and the additional terms specified in this Exhibit A apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Controller Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Services. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed “data exporters”.
- 1.2 Instructions.** This DPA and the Agreement are Customer’s complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement; (b) Processing initiated by Authorized Users in their use of the Service; and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.
- 1.3 Appointment of new Sub-processors and List of current Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) STF’s Affiliates may be retained as Sub-processors; and (b) STF and STF’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. STF shall make available to Customer the current list of Sub-processors in accordance with Section 5.2 of this DPA.
- 1.4 Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that STF may engage new Sub-processors as described in Sections 5.2 and 5.3 of the DPA.
- 1.5 Copies of Sub-processor Agreements.** The parties agree that the copies of the Sub-processor agreements that must be provided by STF to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by STF beforehand; and, that such copies will be provided by STF, in a manner to be determined in its discretion, only upon request by Customer.
- 1.6 Audits.** The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Customer’s request, and subject to the confidentiality obligations set forth in the Agreement, STF shall make available to Customer that is not a competitor to STF (or Customer’s independent, third-party auditor that is not a competitor of STF) information regarding the STF Group’s compliance with the obligations set forth in this DPA. Customer may contact STF in accordance with the “Notices” Section of the Agreement to request an on-site audit of STF’s procedures relevant to the protection



of Personal Data, but only to the extent required under applicable Data Protection Law. Customer shall reimburse STF for any time expended for any such on-site audit at the STF Group's then-current rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and STF shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by STF. Customer shall promptly notify STF with information regarding any non-compliance discovered during the course of an audit, and STF shall use commercially reasonable efforts to address any confirmed non-compliance.

**1.7 Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by STF to Customer upon Customer request.

**1.8 Conflict.** In the event of any conflict or inconsistency between the body of this DPA and any of its Exhibits (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Exhibit C, the Standard Contractual Clauses shall prevail.

**EXHIBIT B**  
**DETAILS OF THE PROCESSING**

**Nature and Purpose of Processing**

STF will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in any applicable Documentation, and as further instructed by Customer in its use of the Services.

**Duration of Processing**

Subject to the Termination provisions of the Agreement, STF will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

**Categories of Data Subjects**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

**Type of Personal Data**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localization data

EXHIBIT C  
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 organization: .....

Address: .....

Tel.: ..... ; fax: ..... ; e-mail:.....

Other information needed to identify the organization:

.....  
(the data exporter)

And

Name of the data importing organization: **SendThisFile, Inc.**

Address: **950 N. Santa Fe St., Wichita, KS 67214**

Tel.: **(316) 942-4707**; e-mail: [dpo@sendthisfile.com](mailto:dpo@sendthisfile.com)

Other information needed to identify the organization:

.....  
(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;
- (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 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:
  - (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.

**On behalf of the Data Exporter:**

Name (written out in full): \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**On behalf of the Data Importer:**

Name (written out in full): **Scott E. Sexton**

Position: **President**

Address: **950 N. Santa Fe St., Wichita, KS 67214, United States of America**

Signature: Scott E. Sexton

Date: 12/05/2022

## Appendix 1 to the Standard Contractual Clauses

### **Data Exporter**

The Data Exporter is a customer of the Data Importer's communication and productivity software, services, systems and/or technologies.

### **Data Importer**

The Data Importer is a provider of communication and productivity 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:

- Authorized Users;
- 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:

The data exporter may submit Personal Data to STF, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to, the following categories of Personal Data:

- Names, titles, position, employer, contact information (email, phone, fax, physical address etc.), identification data, professional life data, personal life data, connection data, or localization data (including IP addresses).

### **Special categories of data**

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 concern the following special categories of data, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade-union membership;

- genetic or biometric data;
- health; and
- sex life.

**Processing operations**

The personal data transferred will be processed in accordance with the Agreement 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.

**DATA EXPORTER:**

Name: \_\_\_\_\_

Authorised Signature \_\_\_\_\_

Date: \_\_\_\_\_

**DATA IMPORTER:**

Name: Scott E. Sexton

Authorised Signature Scott E Sexton

Date: 12/05/2022

Appendix 2 to the Standard Contractual Clauses

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

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the STF Service. Data Importer will not materially decrease the overall security of the STF Service during a subscription term.

**DATA EXPORTER:**

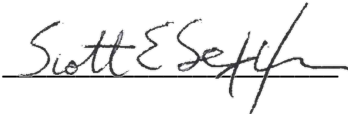
Name: \_\_\_\_\_

Authorised Signature \_\_\_\_\_

Date: \_\_\_\_\_

**DATA IMPORTER:**

Name: Scott E. Sexton

Authorised Signature  \_\_\_\_\_

Date: 12/05/2022