

# MediusFlow Data Processing Addendum

This data processing addendum (the “DPA”) forms part of the MediusFlow Master Cloud Subscription Agreement, the MediusFlow Professional Services Agreement or any other written agreement between any company within the Medius group and You (the “Agreement”) to reflect the parties’ agreement with regard to Processing of Personal Data. This DPA was last updated on February 7, 2018 and is effective between You and Us as of the date of Your acceptance thereof.

All capitalized terms not defined herein, shall have the meaning set forth in the Agreement.

In the course of providing services to You pursuant to the Agreement, We may process Personal Data on behalf of You and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting in good faith.

## 1. DEFINITIONS

The following terms shall have the following meanings in this Data Processing Addendum.

- 1.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, or purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2 “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.
- 1.3 “**Data Protection Laws and Regulations**” means laws and regulations applicable to the Processing of Personal Data under the Agreement.
- 1.4 “**Data Subject**” means the identified or identifiable person to whom Personal Data relates.
- 1.5 “**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).
- 1.6 “**Personal Data**” means any information relating to an identified or identifiable natural person where such data is Your data.
- 1.7 “**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automated means (such as collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction).
- 1.8 “**Processor**” means the entity which Processes Personal Data on behalf of the Controller.
- 1.9 “**Restricted Transfer**” means i) a transfer of Personal Data from You to Us or ii) an onward transfer of Personal Data from Us to a Sub-processor, in each case, where such transfer would be prohibited by Data Protection Laws and Regulations in the absence of the Standard Contractual Clauses. For the avoidance of doubt, where a transfer of Personal Data is of a type authorised by Data Protection Laws or Regulations in the exporting country, for example in the case of transfers from within the European Union to a country (such as Switzerland) or scheme

(such as the US Privacy Shield) which is approved by the Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer.

- 1.10 **“Services”** means the Services provided to You under the Agreement.
- 1.11 **“Standard Contractual Clauses”** means the Standard Contractual Clauses for Data Processors established in third countries pursuant to Commission Decision (2010/87/EU) of the Data Protection Directive, as attached to this Addendum as **Schedule A**
- 1.12 **“Sub-processor”** means any Processor engaged by Us or by Our Affiliate/s.
- 1.13 **“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 Our Processing of Personal Data on Your behalf, You are the Controller and We are the Processor.
- 2.2 **Your Processing of Personal Data.** You shall Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations and Your instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. You shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which You acquired Personal Data.
- 2.3 **Our Processing of Personal Data.** We shall treat Personal Data as confidential information and shall only Process Personal Data on behalf of and in accordance with Your documented instructions for the following purposes: (a) Processing in accordance with the Agreement; (b) Processing initiated by Users in their use of the Services; and (c) Processing to comply with other documented reasonable instructions provided by You 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 Us is the performance of Services. Details about 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 Appendix 1 to Schedule A (Details of the Processing) to this DPA.
- 2.5 **Affiliates and third parties.** In case it is expressly agreed under the Agreement that Your Affiliates or any other third parties shall also benefit from the Services, You act in this respect on behalf of and in the name of Your Affiliates and/or third parties in their capacity as Controllers and You shall to the extent necessary enter into data processing agreements with such Controllers required to allow Us and Our Sub-processors to process any Personal Data as described in this DPA. You shall serve as a single point of contact for Us and shall be solely responsible for the internal coordination, review and submission of instructions or requests of other Controllers to Us and We shall be entitled to refuse any requests or instructions provided directly by a Controller that is not You. We shall further have no obligation to inform or notify a Controller when We have provided such information or notice to You.

## 3. RIGHTS OF DATA SUBJECTS

- 3.1 **Data subject Requests.** We shall, to the extent legally permitted, promptly notify You if We receive a request from a Data Subject to access, correct or delete that person’s Personal Data or if a Data Subject objects to the Processing thereof (**“Data Subject Request”**). We shall not respond to a Data Subject Request without Your prior written consent except to confirm that such request relates to You to which You hereby agree. To the extent You, in Your use of the Services, do not have the ability to address a Data Subject Request, We shall upon Your request provide commercially reasonable assistance to facilitate such Data Subject Request to the extent We are legally permitted to do so and provided that such Data Subject Request is exercised in accordance with Data Protection Laws and Regulations. To the extent legally permitted, You shall be responsible for any costs arising from Our provision of such assistance.
- 3.2 **Data Subject Request.** With effect from 25 May 2018, the following wording will replace Section 3.1 (**“Data Subject Request”**) in its entirety: **Data Subject Requests.** We shall, to the extent legally permitted, promptly notify You if We receive 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”**). Taking into account the nature

of the Processing, We shall assist You by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Your obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent You, in Your use of the Services, do not have the ability to address a Data Subject Request, We shall upon Your request provide commercially reasonable efforts to assist You in responding to such Data Subject Request, to the extent We are 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, You shall be responsible for any costs arising from Our provision of such assistance.

#### 4. SECURITY AND CONFIDENTIALITY

4.1 **Protection of Personal Data.** We 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 Your Personal Data), confidentiality and integrity of Your Personal Data. Such measures shall take into account the nature, scope, context and purposes of the Processing as well as the risks of varying likelihood and severity for the rights and freedom of natural persons. The measures shall be reviewed and updated where necessary.

4.2 **Confidentiality.** We shall ensure that Our 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 committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. We shall take commercially reasonable steps to ensure the reliability of Our personnel engaged in the Processing of Personal Data and shall ensure that Our access to Personal Data is limited to those personnel performing Services.

#### 5. SUB-PROCESSORS

5.1 **Appointment of Sub-processors.** You acknowledge and agree that (a) Our Affiliates may be retained as Sub-processors; and (b) We and Our Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services and (c) that We may continue to use those Subprocessors already engaged by Us or Our Affiliates as at the date of this Addendum. We or Our Affiliate has entered 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 Your Personal Data to the extent applicable to the nature of the services provided by such Sub-processor.

5.2 We will inform You without delay upon Your request about Sub-processors used to provide the Services to You. You acknowledge and agree that We may remove or appoint suitable and reliable other Sub-processors at Our own discretion in accordance with this section.

5.3 **Objection Right for new Sub-processors.** You may object to Our use of a new Sub-processor by notifying Us in writing within ten (10) business days after receipt of information of Our intended changes concerning the addition of a new Sub-processor. In the event You object to a new Sub-processor, as permitted in the preceding sentence, We will use reasonable efforts to make available to You a change in the Services or recommend a commercially reasonable change to Your configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening You. If We are unable to make available such change within a reasonable period of time, which shall not exceed sixty(60) days, You may terminate the Agreement with respect only to those Services which cannot be provided by Us without the use of the objected-to new Sub-processor by providing written notice to Us. We will refund You any prepaid fees covering the remainder of the term of such Agreement following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on You.

5.4 **Liability.** We shall be liable for the acts and omissions of Our Sub-processors to the same extent We 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. NOTIFICATION OF PERSONAL DATA BREACHES**

- 6.1 We shall notify You without undue delay after becoming aware of a personal data breach. We shall assist You with information reasonably required for You to ensure compliance with the obligations pursuant to article 33 of GDPR. The obligations herein shall not apply to incidents that are caused by You or Your Users.

## **7. RETURN AND DELETION OF PERSONAL DATA**

- 7.1 We shall return to You and, to the extent allowed by applicable law, delete Your Personal Data as set out in the Agreement. We are obliged to ensure that any Sub-processors adhere to the same obligation

## **8. RESTRICTED TRANSFERS**

- 8.1 The Parties understand and agree that Personal Data processed in accordance with this DPA may be transferred to respectively accessed from countries outside of the EU/EEA and Switzerland by Us, Our Affiliates and Sub-processors when providing the Services in accordance with the terms of the Agreement.
- 8.2 We have entered into the Standard Contractual Clauses, including Appendices 1 and 2, with each Sub-processor outside the EU/EEA which processes Personal Data under this DPA if the arrangement with the Sub-processor involves a Restricted Transfer. You hereby accedes to the Standard Contractual Clauses and may then directly enforce them against the relevant Sub-processor.

## **9. AUDIT**

- 9.1 Subject to section 9.2, We and Our Affiliates shall make available to You on request all information necessary to demonstrate compliance with this DPA and shall allow for and contribute to audits, including inspections, by You or an auditor mandated by You in relation to the Processing of Your Personal Data by Us or a Sub-processor. Information and audit rights of You only arise to the extent that the Agreement does not otherwise give You information and audit rights meeting the relevant requirements of Data Protection Laws and Regulations (including, where applicable, article 28(3)(h) of the GDPR).
- 9.2 You shall give Us reasonable notice of any audit or inspection to be conducted under section 9.1 and shall make (and ensure that each of Your mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the audited premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. We do not have to give access to premises for the purposes of such an audit or inspection outside normal business hours at those premise, or for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which You are required or requested to carry out by Data Protection Laws and Regulations or a Supervisory Authority.

## **10. MISCELLANEOUS**

- 10.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses, the parties of this DPA hereby submits to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA.
- 10.2 Nothing in this DPA reduces Our obligations under the Agreement in relation to the protection of Personal Data or permits Us to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Agreement 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 DPA, the provisions of this DPA shall prevail.
- 10.3 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA 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.

IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Agreement with effect from the date set out below.

**Customer name** \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

**Medius entity** \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

**SCHEDULE A**



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship  
**Unit C.3: Data protection**

**Commission Decision C(2010)593**  
**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:.....

Address: .....

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

Other information needed to identify the organisation:

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

And

Name of the data importing organisation: Medius .....

Address:.....

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

Other information needed to identify the organisation:

.....  
(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.

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*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.

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*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.

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*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**

The name, position and address of the signatory on behalf of the data exporter is as identified in the Agreement.

Signature.....  
(stamp of organisation)

**On behalf of the data importer (Medius)**

The name, position and address of the signatory on behalf of the data importer is as identified in the Agreement.

Signature.....  
(stamp of organisation)

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES (DETAILS OF PROCESSING)**

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

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

**1. Data exporter**

The data exporter is the entity identified as "You" in the Data Processing Addendum to which these Standard Contractual Clauses are annexed. You are a user of the Service as defined in the Agreement.

**2. Data importer**

The data importer is the entity identified as "Us" in the Data Processing Addendum to which these Standard Contractual Clauses are annexed. We are a leading provider of accounts payable (AP) invoice automation solutions in the Cloud.

**3. Data subjects**

Data exporter may submit Personal Data to Us, 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 Personal Data relating to the following categories of data subjects:

- Employees or consultants of the data exporter
- Data exporter's Users authorized by data exporter to Use the Services
- Invoice contact persons of data exporter's suppliers

**4. Categories of data**

Data exporter may submit Personal Data to Us, 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:

- First and Last name
- Title
- Contact information (company, email, phone, address)

**5. Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

- N/A

**6. Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data is to provide the Services pursuant to the Agreement.

**DATA EXPORTER**

The name, position and address of the signatory on behalf of the data exporter is as identified in the Agreement.

Name:.....

Authorised Signature .....

**DATA IMPORTER/MEDIUS**

The name, position and address of the signatory on behalf of the data importer is as identified in the Agreement.

Name:.....

Authorised Signature .....

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

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

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

Medius maintains security measures 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. These measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected, taking into account the state of the art and the cost of implementation.

The technical and organisational security measures that Medius has in place for any system that processes Personal Data with regard to prevent improper destruction, alteration, disclosure, access, and other improper forms of processing of information exported by the data exporter to the data importer, include the following areas:

- Access control
- Information Classification (and handling)
- Physical and Environmental Security
- Acceptable Use of Assets
- Clear Desk and Clear Screen
- Information Transfer
- Mobile Device and Teleworking
- Restrictions on Software Installation and Use
- Backup Routines
- Malware-protection
- Management of Technical Vulnerabilities
- Cryptographic Controls
- Communications Security
- Privacy and Protection of Personally Identifiable Information
- Subcontractor Relationship