# DATA PROCESSING ADDENDUM

This Data Processing Addendum, including its Schedules and Appendices, ("**DPA**") forms part of the Parsable Connected Worker Platform Master Subscription Agreement located at https://www.parsable.com/Legal-docs or other agreement between Parsable, Inc. ("**Parsable**") and the customer signing below ("**Customer**") for the purchase of online services from Parsable (identified either as "Services" or otherwise in the applicable agreement, and hereinafter defined as "**Services**") (the "Commercial **Agreement**") to reflect the parties' agreement with regard to the Processing of Personal Data defined in Section 1 below. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and any Affiliates that are authorized to and do use the Services. All capitalized terms not defined herein shall have the meaning set forth in the Commercial Agreement. In the course of providing the Services to Customer pursuant to the Commercial Agreement, Parsable may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data.

## 1. DEFINITIONS

**1.1** **"CCPA"** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations.

**1.2** **"Controller"** means the entity which determines the purposes and means of the Processing of Personal Data.

**1.3** **"Customer Data"** means what is defined in the Commercial Agreement as "Customer Data", provided that such data is electronic data and information submitted by or for Customer to the Services.

**1.4** **"Data Protection Laws and Regulations"** means (i) all applicable laws, rules, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to privacy, security and data protection and/or Processing of Personal Data as amended, replaced or superseded from time to time including: (i) the GDPR and the laws of EEA Member States implementing or supplementing the GDPR; (ii) the CCPA, and (iii) any data protection laws of the United Kingdom substantially amending, replacing or superseding the GDPR whether or not as a result of Brexit (including the U.K. Data Protection Act 2018).

**1.5** **"Data Subject"** means the identified or identifiable natural person to whom Personal Data relates and such terms shall have the same meaning as defined by applicable Data Protection Laws and Regulations.

**1.6** "**GDPR**" means the EU General Data Protection Regulation (EU) 2016/679.

**1.7** **"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.

**1.8** **"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.

**1.9** **"Processor"** means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

**1.10** **"Security Documentation"** means the Security Documentation applicable to the Services purchased by Customer, as updated from time to time, and accessible at https://www.parsable.com/security, or as otherwise made reasonably available by Parsable.

**1.11** **"Standard Contractual Clauses"** means the agreement executed by and between Customer and Parsable and attached hereto as Schedule 2 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 under Article 46 of the GDPR.

**1.12** **"Sub-processor"** means any Processor engaged by Parsable.

**1.13** "**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to Article 51 of the GDPR; and (b) any similar regulatory authority responsible for the enforcement of applicable Data Protection Laws and Regulations.

## 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, Parsable is the Processor and that Parsable will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

**2.2 Customer's Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of Parsable as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA.

**2.3 Parsable's Processing of Personal Data.** Parsable shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Commercial Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; 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 Commercial Agreement.  Parsable will Process Personal Data in accordance with the GDPR requirements directly applicable to Parsable's provision of its Services.

**2.4 Details of the Processing.** The subject-matter of Processing of Personal Data by Parsable is the performance of the Services pursuant to the Commercial Agreement. The nature and purpose of the Processing, duration of the Processing, the categories of Data Subjects and the types of Personal Data Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

**3. RIGHTS OF DATA SUBJECTS.** Parsable shall, to the extent legally permitted, promptly notify Customer if Parsable 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, each such request being a "**Data Subject Request**". Taking into account the nature of the Processing, Parsable 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, Parsable shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Parsable 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 Parsable's provision of such assistance.

**4. PARSABLE PERSONNEL.** Parsable 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. Parsable shall ensure that such confidentiality obligations survive the

termination of the personnel engagement. Parsable shall take commercially reasonable steps to ensure the reliability of any Parsable personnel engaged in the Processing of Personal Data. Parsable shall ensure that Parsable's access to Personal Data is limited to those personnel performing Services in accordance with the Commercial Agreement. Parsable has appointed a Data Protection Officer who may be reached at privacy@parsable.com.

**5. SUB-PROCESSORS.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and agrees that Parsable may engage third-party Sub-processors in connection with the provision of the Services. Parsable has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Commercial Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor. Parsable shall make available to Customer the current list of Sub-processors for the Services identified at [https://www.parsable.com/privacy-policy](https://www.parsable.com/privacy-policy) and as otherwise provided upon request. Parsable shall be liable for the acts and omissions of its Sub-processors to the same extent Parsable 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 Commercial Agreement.

**6. SECURITY.** Parsable 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, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation. Parsable regularly monitors compliance with these measures. Parsable will not materially decrease the overall security of the Services during a subscription term. Furthermore, Parsable has obtained certain third-party certifications and audits available at [https://www.parsable.com/privacy-policy](https://www.parsable.com/privacy-policy).

**7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION.** Parsable maintains security incident management policies and procedures specified in the Security Documentation and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data, transmitted, stored or otherwise Processed by Parsable or its Sub-processors of which Parsable becomes aware (a "**Personal Data Incident**"). Parsable shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Parsable deems necessary and reasonable to remediate the cause of such a Personal Data Incident to the extent the remediation is within Parsable'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 PERSONAL DATA.** Parsable shall return Personal Data to Customer and, to the extent allowed by applicable law, delete Personal Data in accordance with Parsable's regular procedures and timeframes and as otherwise set forth in the Commercial Agreement.  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 Parsable to Customer only upon Customer's written request.

**9. LIMITATION OF LIABILITY.** The liability of Parsable arising out of or related to this DPA, whether in contract, tort or under any legal theory of liability, is subject to the limitations of liability in the Commercial Agreement.

**10. DATA PROTECTION IMPACT ASSESSMENT.** Upon Customer's request, Parsable 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 Parsable. Parsable shall provide reasonable assistance to Customer in the cooperation with the Supervisory Authority in the performance of its tasks relating to this DPA, to the extent required under the GDPR.

**11. DATA TRANSFERS.** Any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations shall be made under either: (a) the  EU-U.S. and Swiss-U.S. Privacy Shield Framework to which Parsable self-certifies its compliance, or (b) the Standard

Contractual Clauses set forth in Schedule 2 to this DPA. In the event that Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) Parsable's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications and, (2) the Standard Contractual Clauses.

**12. AUDITS.** Any audits, including those described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be permitted after reasonable prior written notice, during Parsable's normal business hours and at Customer's sole cost and expense. Parsable may reject any requests for audits that are not made pursuant to a regulatory requirement or mandated by Supervisory Authority. Before the commencement of any on-site audit, Customer and Parsable shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. In the event an audit involves Sub-processors, the parties agree that the copies of the Sub-processor agreements that must be provided by Parsable 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 Parsable beforehand; and, that such copies will be provided by Parsable, in a manner to be determined in its discretion, only upon written request by Customer.

IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Commercial Agreement with effect from the date of the last signature therein.

# SCHEDULE 1 - DETAILS OF THE PROCESSING

**Nature and Purpose of Processing**

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

**Duration of Processing**

Subject to Section 8 of the DPA, Parsable will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

**Data Categories**

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:

- Contact information including first and last name, title, position, company, email address, physical business addresses and telephone numbers (business),
- Purchase history and invoicing information in relation to purchase of Parsable's Services.
- Login and account information, including screen name or username (excluding passwords)

**Special Categories of Personal Data**

Parsable does not process any special categories of Personal Data

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

Name of the data exporting organisation:   Customer  (the data **exporter**)

And

Name of the data importing organisation: Parsable

Address: 115 Sansome Street, 5th Floor, San Francisco, CA 94104 (USA)
e-mail: privacy@Parsable.com
Other information needed to identify the organisation: Not applicable

..................................................................... (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 of by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

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

**Clause 7**
*Mediation and jurisdiction*

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

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

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

**Clause 8**
*Cooperation with supervisory authorities*

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

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

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

**Clause 9**
*Governing Law*

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

## Clause 10
### *Variation of the contract*

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

## Clause 11
### *Subprocessing*

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

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

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

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

## Clause 12
### *Obligation after the termination of personal data processing services*

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

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

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

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.

**Data exporter**

Data Exporter is the legal entity referenced as Customer in the DPA.

**Data importer**

Parsable is a provider of on-line services which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

**Data subjects and Categories of data**

Data Exporter 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:

- Contact information including first and last name, title, position, company, email address, physical business addresses and telephone numbers (business),
- Purchase history and invoicing information in relation to purchase of the Services.
- Login and account information, including screen name or username (excluding passwords)

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

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

**Processing operations**

The basic activities and Processing of Personal Data by data importer is solely for the performance of the Services pursuant to the Agreement.

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

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Security Documentation or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the Services during a subscription term.

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