

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) is attached to and made a part of the ClickDimensions Marketing Automation Terms of Service for the purchase of marketing automation services from ClickDimensions (identified either as “**Services**” or otherwise in the applicable agreement, and hereinafter defined as “**Services**”) (the “**Agreement**”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent ClickDimensions processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, ClickDimensions may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

This DPA prevails over any any additional, conflicting, or inconsistent terms and conditions appearing in the Agreement regarding the subject matter of this DPA. No other agreement may limit or extend the rights, obligations and/or liability of either Party under this DPA and under statutory law unless expressly agreed in this DPA or an amendment to this DPA.

DATA PROCESSING TERMS

1. DEFINITIONS

- a) “**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.
- b) “**Authorized Affiliate**” means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and ClickDimensions, but has not signed its own Order Form with ClickDimensions and is not a "Customer" as defined under the Agreement.
- c) “**ClickDimensions**” means ClickDimensions, LLC, a company organized as limited liability company in the State of Georgia USA.
- d) “**ClickDimensions Group**” means ClickDimensions and its Affiliates engaged in the Processing of Personal Data.
- e) “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.
- f) “**Customer Data**” means what is defined in the Agreement as “Customer Data”.
- g) “**Data Protection Laws and Regulations**” means all laws and regulations, including laws and regulations of (i) the European Union, the European Economic Area and their member states which implement the European Union Directive 95/46/EC and the Regulation 2016/679 (the “**EU GDPR**”), Switzerland; and (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the “**UK GDPR**”); and (iii) the US Data Protection Laws, applicable to the Processing of Personal Data under the Agreement, in each case as amended, consolidated, re-enacted or replaced from time to time.
- h) “**Data Subject**” means the identified or identifiable person to whom Personal Data relates.
- i) “**GDPR**” means collectively or as applicable, the EU GDPR and the UK GDPR.
- j) “**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.

- k) **“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.
- l) **“Processor”** means the entity which Processes Personal Data on behalf of the Controller.
- m) **“Regulator”** means the data protection supervisory authority which has jurisdiction over a Data Controller’s Processing of Personal Data.
- n) **“Security Documentation”** means the Security Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via ClickDimensions’ webpage, or as otherwise made reasonably available by ClickDimensions.
- o) **“Standard Contractual Clauses”** or **“Clauses”** means (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (**“EU SCCs”**); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR (**“UK SCCs”**).
- p) **“Sub-processor”** means any Processor engaged by ClickDimensions or a member of the ClickDimensions Group.
- q) **“Supervisory Authority”** means an independent public authority which is established by an EU Member State pursuant to the GDPR.
- r) **“Third Country”** means any country outside of the scope of the data protection laws of the European Union or the European Economic Area (**“EEA”**), excluding countries recognized by the Regulator as providing adequate protection for Personal Data from time to time.
- s) **“US Data Protection Laws”** means any relevant U.S. federal or state legal requirements, including the California Consumer Privacy Act of 2018, California Privacy Rights Act, Colorado Privacy Act, New York Stop Hacks and Improve Electronic Data Security (**“SHIELD”**) Act, Utah Consumer Privacy Act, Washington Privacy Act, and Virginia Consumer Data Protection Act (as each is effective, and where applicable), and any implementing regulations, as amended, consolidated, re-enacted or replaced from time to time.

Any terms not defined in this DPA but defined in the Data Protection Laws and Regulations shall have the meaning assigned to them in the 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, ClickDimensions is the Processor and that ClickDimensions or members of the ClickDimensions Group 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. 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 means by which Customer acquired Personal Data and for the accuracy, quality, and legality of Customer Data provided to ClickDimensions within the framework of the Services. Customer acknowledges that its use of the Services will not knowingly or intentionally violate the rights any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the applicable US Data Protection Laws.
- 2.3 **ClickDimensions’ Processing of Personal Data.** Subject to the terms of the Agreement, ClickDimensions shall Process Personal Data in accordance with

Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing for Customer to be able to use 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 Agreement. To the extent that ClickDimensions cannot comply with a change to Customer's instructions without incurring material additional costs and/or because in ClickDimensions' reasonable opinion compliance with such instructions is legally prohibited or is likely to result in a violation of Data Protection Laws and Regulations, ClickDimensions shall: (i) immediately inform Customer, giving full details of the problem; and (ii) cease all processing of the affected Personal Data (other than securely storing those data) until revised instructions are received. Any changes in Customer's instructions that affect the pricing structure or commercial relationship between the parties must go through an appropriate change control procedure.

- 2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by ClickDimensions 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 Annex I to this Agreement.

3. RIGHTS OF DATA SUBJECTS

- 3.1 **Data Subject Requests.** ClickDimensions shall, to the extent legally permitted, promptly notify Customer if ClickDimensions receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, ClickDimensions 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, ClickDimensions shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent ClickDimensions 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 ClickDimensions' provision of such assistance.

4. CLICKDIMENSIONS PERSONNEL

- 4.1 **Confidentiality.** ClickDimensions 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. ClickDimensions shall ensure that such confidentiality obligations survive the termination of the personnel engagement and/or the Agreement. Further details are provided in the Security Documentation.
- 4.2 **Reliability.** ClickDimensions shall take commercially reasonable steps to ensure the reliability of any ClickDimensions personnel engaged in the Processing of Personal Data.
- 4.3 **Limitation of Access.** ClickDimensions shall ensure that ClickDimensions' access to Personal Data is limited to those personnel performing Services in accordance with the Agreement and only as required to perform the Services.

5. SUB-PROCESSORS

- 5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that ClickDimensions may engage third-party Sub-processors in connection with the provision of the Services. ClickDimensions has entered into an agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by each such Sub-processor.
- 5.2 **List of Current Sub-processors and Notification of New Sub-processors.** The current

list of Sub-processors used by ClickDimensions is attached to this Addendum in Schedule 3 and also located here: <https://support.clickdimensions.com/hc/en-us/sections/360009048952-Subprocessors> ("**Sub-processor List**") and Customer consents to the use of such Sub-processors as of the date of this DPA. In addition, Customer hereby grants ClickDimensions a general authorization to utilize new sub-processors in accordance with the process below. If Customer subscribes to the mechanism to subscribe to notifications of new Sub-processors, ClickDimensions shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.

5.3 Objection Right for New Sub-processors. Customer may object to ClickDimensions' use of a new Sub-processor by notifying ClickDimensions promptly in writing within ten (10) business days after receipt of ClickDimensions' notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, ClickDimensions 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 ClickDimensions is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer's sole remedy is to terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by ClickDimensions without the use of the objected-to new Sub-processor by providing written notice to ClickDimensions.

5.4 Liability. ClickDimensions shall be liable for the acts and omissions of its Sub-processors to the same extent ClickDimensions 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; AUDIT

6.1 Controls for the Protection of Customer Data. ClickDimensions shall maintain appropriate industry-standard 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, including, as appropriate, the measures referred to in Article 32(1) of the GDPR and as set forth in the Security Documentation. ClickDimensions regularly monitors compliance with these measures. ClickDimensions will not materially decrease the overall security of the Services during a subscription term.

6.2 Third-Party Certifications and Audits.

6.2.1 Upon Customer's request not more than once per year, and subject to the confidentiality obligations set forth in the Agreement, ClickDimensions shall make available to Customer that is not a competitor of ClickDimensions (or Customer's independent, third-party auditor that is not a competitor of ClickDimensions) a copy of ClickDimensions' then most recent third-party audits or certifications, as applicable. Notwithstanding the foregoing limitations, Customer may conduct an audit at any time in particular, if (i) a Customer Data Incident has occurred which concerns it; or (ii) an audit is formally requested by its data protection authority.

6.2.2 Upon Customer's request, ClickDimensions will make available to Customer information necessary to demonstrate its compliance with the obligations set forth in this DPA. Where the mandatory Data Protection Laws and Regulations provide Customer with a direct audit right, ClickDimensions will allow for and operationally collaborate with audits, including inspections, conducted by Customer or another auditor designated by Customer (provided such an auditor is not a competitor of ClickDimensions and has duly executed a non-disclosure agreement with ClickDimensions). In case of such audit, Customer may contact ClickDimensions to request an on-site audit with at least sixty (60) days prior notice, which shall be limited to the audit of the architecture, systems and procedures relevant to the protection of Personal Data at ClickDimensions' locations where Personal Data is stored. Before the commencement of any such on-site audit, Customer and

ClickDimensions shall mutually agree upon the scope, timing, and duration of the audit, none of which shall adversely impact ClickDimensions' business activities. Customer shall promptly notify ClickDimensions of any non-compliance discovered during the course of an audit. Customer shall bear the costs of all such audits, as well as of any follow-up requested by Customer to ClickDimensions

7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

- 7.1.1** ClickDimensions maintains security incident management policies and procedures specified in Security Documentation and, to the extent required under applicable Data Protection Laws and Regulations, 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 ClickDimensions or its Sub-processors of which ClickDimensions becomes aware (a "**Customer Data Incident**"). ClickDimensions shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as ClickDimensions deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within ClickDimensions' reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.
- 7.1.2** In the event ClickDimensions becomes aware of a Customer Data Incident, ClickDimensions shall notify Customer by email, without undue delay (and in no event greater than 48 hours), after having become aware of the occurrence. ClickDimensions will ensure that such notice complies with requirements under applicable Data Protection Laws and Regulations, including with respect to the timing and substance of such notice. Notwithstanding these requirements, such notification to Customer shall include: (i) a description of the nature of the Customer Data Incident, including, the categories and approximate number of Data Subjects concerned, the affected categories and approximate number of types of Processing of Personal Data; (ii) a description of the likely consequences of the Customer Data Incident; and (iii) a description of the measures taken or proposed to remedy the Customer Data Incident and, if necessary, the measures to mitigate or limit possible negative effects thereof. To the extent it is not possible to provide the foregoing information at the same time, the information may be provided in phases without further undue delay.
- 7.1.3** Taking into account the nature of Processing and the information available to ClickDimensions, ClickDimensions will provide assistance to Customer to enable Customer to fulfill its notification obligations to affected Data Subjects or relevant authorities in connection with a Customer Data Incident. At the written request of Customer, ClickDimensions shall provide reasonable assistance to Customer and take such reasonable steps as requested by Customer agreed by the parties or necessary under Data Protection Laws and Regulations to assist in the investigation, remediation, and litigation of such Customer Data Incident. Customer shall be responsible for any reasonable costs arising from ClickDimensions' provision of such assistance unless such Customer Data Incident is determined to have been caused by ClickDimensions or its Sub-processors in which case ClickDimensions shall provide such assistance without charge.

8. RETURN AND DELETION OF CUSTOMER DATA

Subject to the Agreement, ClickDimensions shall, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in applicable Data Protection Laws and Regulations.

9. AUTHORIZED AFFILIATES

- 9.1 Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between ClickDimensions and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the

Agreement. For the avoidance of doubt, an Authorized 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 Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized 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 ClickDimensions under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- 9.3 Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to this DPA with ClickDimensions, it shall, to the extent required under applicable Data Protection Laws and Regulations, 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 and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against ClickDimensions 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 Authorized 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 Authorized Affiliate individually but in a combined manner for all of its Authorized 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, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on ClickDimensions and its Sub-Processors by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

10. LIMITATION OF LIABILITY

- 10.1** 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 Authorized Affiliates and ClickDimensions, 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.
- 10.2** For the avoidance of doubt, ClickDimensions' and its Affiliates' total liability for all claims from the Customer and all of its Authorized 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 this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.
- 10.3** Also for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules and Appendices (if any).

11. INTERNATIONAL TRANSFERS

- 11.1 EU GDPR.** In relation to Personal Data that is protected by the EU GDPR, the EU SCCs are incorporated and will apply completed as follows: Module 2 of the EU SCCs applies between Customer as "data exporter" and ClickDimensions as "data importer" on the following basis: (i) in Clause 7, the optional docking clause will apply, (ii) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-Processor changes shall be as set out in Section 11(c) of this Addendum, (iii) in Clause 11, the optional language shall not apply, (iv) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by [REDACTED], (v) in Clause 18(b), disputes shall be resolved before the courts of [REDACTED], (vi) Annex 1 to the EU SCCs will be deemed to incorporate Schedule 1 to this Addendum and (vii) Annex 2 to the EU SCCs will be deemed to incorporate Schedule 2 of this Addendum.
- 11.2 UK GDPR.** In relation to Personal Data that is protected by the UK GDPR, UK Addendum to

the EU Standard Contractual Clauses (“**UK Addendum**”) issued by the Information Commissioner’s Office (“**ICO**”) under s.119A(1) of the Data Protection Act 2018, Version B1.0, in force 21 March 2022, is hereby incorporated and will apply as follows: (i) the EU SCCs, completed as set out at Section 10(a) above shall also apply to transfers of such Personal Data, and (ii) the UK Addendum shall be deemed executed between Customer and ClickDimensions, and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of such Personal Data.

11.3 Data Protection Impact Assessment. Upon Customer’s request, ClickDimensions 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 ClickDimensions. ClickDimensions shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 11.2 of this DPA, to the extent required under the GDPR.

List of Schedules

- **SCHEDULE 1 -ANNEX 1 TO THE STANDARD CONTRACTUAL CLAUSES**
- **SCHEDULE 2 – ANNEX 2 TO THE STANDARD CONTRACTUAL CLAUSES**
- **SCHEDULE 3 – SUBPROCESSORS**

The parties' authorized signatories have duly executed this Agreement:

CUSTOMER:

Signature:

Customer Legal Name:

Print Name:

Title:

Date:

CLICKDIMENSIONS LLC :

Signature:

Legal Name:

Print Name:

Title:

Date:

SCHEDULE 1 – ANNEX 1 TO THE STANDARD CONTRACTUAL CLAUSES

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name:
.....
Address:
.....
Contact person's name, position and contact details:
.....
Activities relevant to the data transferred under these Clauses:
.....
Signature and date:
.....
Role (controller/processor):
.....

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: ClickDimensions, LLC
Address: 5901 Peachtree Dunwoody Road, Suite C-370, Atlanta GA 30328
Contact person's name, position and contact details: Larry Mieldezis, Chief Operating Officer,
larry.mieldezis@clickdimensions.com
Activities relevant to the data transferred under these Clauses: Processing the data as necessary to
provide the marketing automation services specified in the applicable order.
Signature and date: _____
Role: Processor.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by 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:

- Customer's users authorized by Customer to use the Services
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- 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

Categories of personal data transferred:

The specific data elements submitted and then processed by ClickDimensions depends on which tools the Data Exporter uses and what fields are chosen to be included in emails, surveys, forms and profile management page. The data fields may include but are not limited to the following categories of Personal Data:

- Email address
- First and last name
- Title
- Phone number
- SMS data (Mobile Phone Number, Message Content)
- Information collected via forms and/or surveys (these fields are determined by the customer/data exporter and can range from Name and Email Address to free form text)
- Web-tracking information (IP Address, Page Visit and Page View data including timestamps, URLs, duration, Operating system, language and Linked Records, Page Title)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The transfer will be on a continuous basis during the term of the applicable order.

Nature of the processing

The data will be processed as necessary to provide the email marketing automation services.

Purpose(s) of the data transfer and further processing

The data will be processed as necessary to provide the email marketing automation services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the term of the services.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

See Annex III.

C. COMPETENT SUPERVISORY AUTHORITY

***Identify the competent supervisory authority/ies in
accordance with Clause 13***

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SCHEDULE 2 – ANNEX 2 TO THE STANDARD CONTRACTUAL CLAUSES

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

ClickDimensions uses third party cloud providers to host applications and data. The certifications and controls of the cloud providers are reviewed on an annual basis including SOC 2 and ISO. Parts of the Physical Access and System Access Controls are managed by the cloud providers.

1. Confidentiality

- **Access control (Physical access)**

No unauthorized access to data processing systems, e.g: Magnetic or chip cards, keys, electric door openers, factory security or gatekeepers, alarm systems, video systems;

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- ☒ Alarm system
- ☒ Protection of building shafts
- ☒ Automatic access control system
- ☒ Chip card/transponder locking system
- ☒ Locking system with code lock
- ☒ Manual locking system
- ☒ Biometric access barriers
- ☒ Video surveillance of accesses
- ☒ Light barriers / motion detectors
- ☒ Safety locks
- ☒ Key regulation (key handout etc.)
- ☒ Visitor control at the porter's / reception desk
- ☒ Logging of visitors
- ☒ Careful selection of cleaning personnel
- ☒ Careful selection of security personnel
- ☒ Obligation to wear authorisation cards

- **Access control (Logical / System based access)**

No unauthorized use of the system, e.g.: (Secure) passwords, automatic locking mechanisms, two-factor authentication, disk encryption;

- ☒ Assignment of user rights
- ☒ Creating user profiles
- ☒ Assignment of credentials (Password, Username)
- ☒ Authentication with username / password
- ☒ Assignment of user profiles to IT systems
- ☒ Use of VPN technology
- ☒ Use of intrusion detection systems
- ☒ Use of anti-Malware software
- ☒ Encryption of hard disks in laptops / notebooks
- ☒ Use of a software firewalls

- **Access control (Organisational)**

No unauthorized reading, copying, modifying or removing within the system, e.g: Authorization concepts and demand-oriented access rights, logging of accesses;

- ☒ Using an Authorization Concept
- ☒ Administration of access rights and user lifecycle management by system administrators
- ☒ Multifactor Authentication
- ☒ Number of administrators reduced to the "bare minimum"
- ☒ Password policy incl. password length, password expiration

- ☒ Secure storage of data storage devices
- ☒ Physical deletion of data media before reuse
- ☒ Irrecoverable destruction of data storage devices
- ☒ Use of document shredders or service providers (if possible, with data protection seal of approval)
- ☒ Encryption of data storage devices
- ☒ Encryption of data in transit using TLS protocols and latest Strong Ciphers

- **Separation control**

Separate processing of data collected for different purposes, e.g. multi-client capability, sandboxing;

- ☒ Physically separate storage on separate systems or data storage devices
- ☒ Logical client separation (software-based)
- ☒ Creation of an authorization concept
- ☒ Encryption of data sets processed for the same purpose
- ☒ Providing the data records with purpose attributes/data fields
- ☒ Definition of database rights
- ☒ Separation of production and development environments

- **Pseudonymisation**

The processing of personal data in such a way that the data can no longer be assigned to a specific data subject without additional information, provided that such additional information is kept separately and is subject to appropriate technical and organisational measures;

- ☒ Pseudonymisation of customer data (customer numbers)
- ☒ Pseudonymization in database applications (special tables for personal data and information)

2. Integrity

- **Transmission control**

No unauthorized reading, copying, modification or removal during electronic transmission or transport, e.g.: Encryption, Virtual Private Networks (VPN), electronic signature;

- ☒ Installation of dedicated transmission paths or VPN tunnels
- ☒ Email encryption
- ☒ Documentation of the recipients of data and the time periods of the planned transfer or agreed deletion periods

- **Input control**

Determining whether and by whom personal data have been entered, changes or removed in data processing systems, e.g.: Logging, document management;

- ☒ Allocation of rights to enter, change and delete data based on an authorization concept

3. Availability and Resilience

- **Availability control**

Protection against accidental or unintentionally destruction or loss, e.g.: Backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), malware protection, firewall, reporting procedures, incident response and emergency plans;

- **Recoverability;**

- ☒ Uninterruptible power supply (UPS)
- ☒ Air conditioning in data centers
- ☒ Devices for monitoring temperature and humidity in data centers
- ☒ Fire and smoke detection systems
- ☒ Fire extinguishers in data centers
- ☒ Alarm message in case of unauthorized access to data center and similar areas

- ☒ Backup & recovery concept
- ☒ Tested data recovery processes
- ☒ Availability of an emergency plan
- ☒ Storage of data backup at a secure, external, outsourced location
- ☒ In flooded areas: data center above the waterline

4. Regular review, assessment, and evaluation procedures

- ☒ Review by Internal IT at the following intervals Annually
- ☒ Review by external consultants at the following intervals Annually
- ☒ Audit by certification authorities at the following intervals Annually
- ☒ Incident-Response Management System in place

5. Privacy by design and by default;

- ☒ When purchasing devices and software, Privacy by Design / Privacy by Default is considered as a selection criterion
- ☒ During setup, the administrator activates specifically settings or options to implement Privacy by design / Privacy by default
- ☒ Data minimization is activated (only data necessary for the defined purpose are collected and stored..)

6. Processing on behalf of the Controller

No processors will be commissioned without privacy instructions from the controller

- ☒ Commission is processed via formalized evaluation process
- ☒ Selection of the processor / sub-processor according to data protection and data security criteria
- ☒ Preliminary examination of the data protection requirements at the order processor's premises
- ☒ Regular audits of the subcontractor / subcontractor
- ☒ The processor guarantees that the employees involved in processing the controller's data and other persons working for the processor are prohibited from processing the data outside the scope of the controller's instructions
- ☒ The Processor warrants that the persons authorised to process the personal data have been bound to confidentiality or are subject to an appropriate statutory duty of confidentiality. The obligation to maintain confidentiality and secrecy shall continue to apply even after termination of the contract

7. Personnel Security and Training

- ☒ ClickDimensions maintains personnel policies including having appropriate use guidelines, written confidentiality agreements
- ☒ Background checks are performed in accordance with Applicable Data Protection Laws
- ☒ Annual trainings on Information Security, Security Awareness, and Data Privacy are required of all employees and contractors

SCHEDULE 3 – SUBPROCESSORS

Infrastructure

These subprocessors make up the infrastructure that supports the **ClickDimensions Marketing Automation application**

Subprocessor	Geographic Location	Role	Data Transfer Mechanism
Microsoft Azure	US: North-Central AU: New South Wales EU: North Europe (IE) CA: Central Azure Data Center Locations	Cloud Service Provider for ClickDimensions application	Standard Contractual Clauses
MessageGears	US IE	Email Provider	Standard Contractual Clauses

Data center locations are chosen by the customer during the account registration process.

Accounts hosted on the **EU data center** will use the Microsoft Azure EU/IE data center for ClickDimensions hosting and the MessageGears EU/IE data center for email messaging. Some limited amount of data may be provided to a sub processor outside the EU for purposes of providing the services.

Accounts hosted on the **US data center** will use the Microsoft Azure US data center for ClickDimensions hosting and the MessageGears US data center for email messaging.

Accounts hosted on the **AU data center** will use the Microsoft Azure AU data center for ClickDimensions hosting and the MessageGears US data center for email messaging.

Accounts hosted on the **CA data center** will use the Microsoft Azure CA for ClickDimensions hosting data center and the MessageGears US data center with Secure PII for email messaging.

These subprocessors make up the infrastructure that supports **ClickDimensions Intelligent Dashboards**

Subprocessor	Geographic Location	Role	Data Transfer Mechanism
Amazon Web Services	North Europe (IE)	Cloud Service Provider for ClickDimensions Intelligent Dashboards	Not Applicable – personal data is not transferred from the EU.
Google Cloud Platform	EU: Distributed	Cloud Service Provider for ClickDimensions Intelligent Dashboards	Not Applicable – personal data is not transferred from the EU.

Embedded Functionality

These subprocessors provide additional functionality in the marketing automation solution application.

Subprocessor	Geographic Location	Role	Data Transfer Mechanism
Oktopost	US	Social Posting	Standard Contractual Clauses

Support and Services

These subprocessors are used to provide customer support for our Services

Subprocessor	Geographic Location	Role	Data Transfer Mechanism
Acuity	US	Customer Support Services	Standard Contractual Clauses
AllBound	US	Customer Support Services	Standard Contractual Clauses
Calendly	US	Customer Support Services	Standard Contractual Clauses
Chorus AI	US	Customer Support Services	Standard Contractual Clauses
ChurnZero	US	Customer Support Services	Standard Contractual Clauses
Office 365	US	Customer Support Services	Standard Contractual Clauses
OneTrust	US	Customer Support Services	Standard Contractual Clauses
Pendo	US	Customer Support Services	Standard Contractual Clauses
Ring Central	US	Customer Support Services	Standard Contractual Clauses
Zendesk	US	Customer Support Services	Standard Contractual Clauses

Affiliates

The following affiliate companies are members of ClickDimensions, LLC and function as subprocessors

Subprocessor	Geographic Location	Role	Data Transfer Mechanism
ClickDimensions Ireland	IE	Customer Success and Support	N/A
ClickDimensions Spain	ES	Research & Development	N/A
ClickDimensions APAC Limited	NZ	Customer Success and Support	Adequacy