SPIN TECHNOLOGY

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the Master Subscription Agreement (the "**Agreement**") between Spin Technology, Inc. ("**Spin Technology**") and Spin Technology's Customer ("**Customer**"), collectively referred to as "**Parties**", for the purchase of online services (including associated offline or mobile components) from Spin Technology (identified either as "Services" or otherwise in the applicable agreement, and hereinafter defined as "**Services**") 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 Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent Spin Technology 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. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In the course of providing the Services to Customer pursuant to the Agreement, Spin Technology 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.

1.   DEFINITIONS

"**Applicable Laws**"means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, the United Kingdom, and the United States applicable to the Processing of Personal Data under the Agreement.

"**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.

"**Authorized Affiliate**" means any of Customer's Affiliate(s) which (a) is subject to the Applicable Laws of the European Union, the European Economic Area and/or their member states, and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Spin Technology, but has not signed its own Master Subscription Agreement, Order Form and/or Statement of Work ("SOW") with Spin Technology and is not a "Customer" as defined under the Agreement.

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

"Customer Data" means what is defined in the Agreement as "Customer Data"

"Data Subject" means the identified or identifiable person to whom Personal Data relates

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

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

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

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

"Services" means the services and other activities to be supplied to or carried out by Spin Technology on behalf of Customer pursuant to the Agreement.

"Standard Contractual Clauses" means the agreement executed by and between Customer and Spin Technology 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.

"Sub-processor" means any person or third-party appointed by Spin Technology to Process Personal Data on behalf of Spin Technology in connection with the Agreement.

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

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Spin Technology is the Processor. Spin Technology may engage Sub-processors pursuant to the requirements set forth in Section 5 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 Applicable Laws. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Applicable Laws. Customer shall not unreasonably withhold, delay, or condition its agreement to any change to this DPA requested by Spin Technology in order to ensure the Services and Spin Technology (and each Sub-processor) can comply with Applicable Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3   Spin Technology's Processing of Personal Data. Spin Technology shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement, applicable Order Form(s), and/or SOW(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) to comply with Applicable Laws relevant to Spin Technology.

2.4   Details of the Processing. The subject-matter of Processing of Personal Data by Spin Technology 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 Schedule 1 to this DPA.

3.   RIGHTS OF DATA SUBJECTS

Spin Technology shall, to the extent legally and technically permitted, promptly notify Customer if Spin Technology 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, Spin Technology shall not respond to Data Subject requests directly. Spin Technology will 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 Applicable Laws. In addition, Spin Technology shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Spin Technology is legally and technically permitted to do so and the response to such Data Subject Request is required under Applicable Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Spin Technology's provision of such assistance.

4.   PERSONNEL

4.1   Confidentiality. Spin Technology shall ensure that its personnel, or any sub-processors 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.

4.2   Reliability. Spin Technology shall take commercially reasonable steps to ensure the reliability of any Spin Technology personnel engaged in the Processing of Personal Data.

4.3   Limitation of Access. Spin Technology shall ensure that Spin Technology's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4   Data Protection Officer. Spin Technology does not appoint a Data Protection Officer. If there are any questions related to the Processing of Personal Data, Customers can contact Spin Technology at privacy@spin.ai.

5.   SUB-PROCESSORS

5.1   Appointment of Sub-processors. Customer acknowledges and agrees that Spin Technology may engage third-party Sub-processors in connection with the provision of the Services. Spin Technology has or will enter into a written agreement with each Sub-processor containing data protection obligations not less protective

than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2   List of Current Sub-processors and Notification of New Sub-processors. Attached as Schedule 3 is the current list of Sub-processors for the Services. Spin Technology 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 applicable Services. Such authorization will not be unreasonably withheld.

5.3   Objection Right for New Sub-processors. Customer may object to Spin Technology's use of a new Sub-processor by notifying Spin Technology promptly in writing within ten (10) business days after receipt of Spin Technology's notice in accordance with Section 5.2. Customer's objection shall be in writing and include Customer's specific reasons for its objection and options to mitigate, if any. In the event Customer objects to a new Sub-processor, Spin Technology 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 Spin Technology is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) and/or SOW(s) with respect only to those Services which cannot be provided by Spin Technology without the use of the objected-to new Sub-processor by providing written notice to Spin Technology. Spin Technology will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) or SOW(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer. If Customer does not object within such period the respective Sub-processor may be commissioned to Process Client Personal Data.

5.4   Liability. Spin Technology shall be liable for the acts and omissions of its Sub-processors to the same extent Spin Technology would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6.   SECURITY

6.1   Controls for the Protection of Customer Data. Spin Technology shall maintain appropriate technical, administrative, 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.

7.   CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

Spin Technology 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 Spin Technology or its Sub-processors (a "**Customer Data Incident**"). Spin Technology shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Spin Technology deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Spin Technology's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Authorized Users.

8.   DATA CONTROLLER'S OBLIGATIONS

As Data Controller, Customer warrants that: (i) the legislation applicable to it does not prevent Data Processor

from fulfilling the instructions received from the Data Controller(s) and performing Data Processor's obligations under this Agreement; and (ii) it has complied and continues to comply with the Applicable Laws, in particular that it has obtained any necessary consents or given any necessary notices, and otherwise has a legitimate ground to disclose the data to Data Processor and enable the Processing of the Personal Data by the Data Processor as set out in this Agreement and as envisaged by any services agreement in place between the Parties

Customer also warrants that it maintains accurate and up to date records of legal basis for processing including relevant consent flows. If Customer is relying on "legitimate interest" under Article 6(1)(f) of the GDPR, it warrants that it has balanced its interests against the fundamental rights of the data subject, and keeps records of this process.

Customer agrees that it will jointly and severally together with any other Data Controller, indemnify and hold harmless Spin Technology on demand from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Data Processor arising directly or indirectly from a breach of this Clause.

9. RETURN AND DELETION OF CUSTOMER DATA

Spin Technology shall return Customer Data to Customer and, to the extent allowed by Applicable Laws, delete Customer Data in accordance with Spin Technology's policies and procedures in a reasonable time following the end of this Agreement.

10. AUTHORIZED AFFILIATES

10.1 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 Spin Technology and each such Authorized Affiliate subject to the provisions of the Agreement. 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 DPA and the Agreement and any violation of the terms and conditions of the DPA and the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

10.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Spin Technology under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10.3 Rights of Authorized Affiliates. Except where Applicable Laws require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Spin Technology 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.

11. LIMITATIONS OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Spin Technology, whether in contract, tort or under any other theory of liability, is subject to the 'Limitations of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, Spin Technology's 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.

12. EUROPEAN SPECIFIC PROVISIONS

12.1   GDPR. With effect from 25 May 2018, Spin Technology will Process Personal Data in accordance with the GDPR requirements directly applicable to Spin Technology's provision of its Services.

12.2   Data Protection Impact Assessment and Supervisory Authority. With effect from 25 May 2018, upon Customer's request, Spin Technology 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 Spin Technology. Where appropriate and/or legally required, Spin Technology shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this DPA, to the extent required under the GDPR.

12.3   Transfer Mechanism for Data Transfers. Any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Applicable Laws of the foregoing territories, shall, to the extent such transfers are subject to such Applicable Laws, be made pursuant to the Standard Contractual Clauses set forth in Schedule 2 to this DPA.

12.4   Records, Information, and Audits. With effect from 25 May 2018, Spin Technology shall (i) maintain, in accordance with Article 30 of the GDPR, written records of all categories of processing activities carried out on behalf of Customer; and (ii) to the extent required under Article 28 of the GDPR, make available to Customer or the Supervisory Authority such information as is reasonably necessary to demonstrate Spin Technology's compliance with the obligations of a Processor under the GDPR.

In a case of such information request, audit, and/or inspection request by Customer, Customer:

(a)   provides Spin Technology reasonable prior notice of such information request, audit, and/or inspection being required by Customer;

(b)   ensures that all information obtained or generated by Customer or its auditor(s) in connection with such information requests, inspections, and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);

(c)   ensures that the audit or inspection is undertaken during normal business hours, with minimal disruption to Spin Technology's business, the Sub-processors' business and the business of other customers of Spin Technology;

(d)   reimburses Spin Technology for reasonable costs undertaken by Spin Technology in assisting with the provision of information and allowing for and contributing to inspections and audits; and

(e)   undertakes no more than one such audit or inspection during any twelve (12) month period.

Parties will undertake an audit or inspection only by an independent and certified third-party auditor, with all costs to be paid by the Customer who requests the audit or inspection.

If a Supervisory Authority requires an audit of the Personal Data Processing facilities in order to ascertain or monitor Spin Technology's compliance with Applicable Laws, Spin Technology will cooperate with such audit.

13. GOVERNING LAW

13.1   Jurisdiction. Without prejudice to Standard Contractual Clauses attached as a Schedule 2, the Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity.

13.2   Standard Contract Clauses. Nothing in this Addendum reduces Vendor's or any Vendor Affiliate's obligations under the Principal Agreement in relation to the protection of Personal Data or permits Vendor or any Vendor Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

13.3   Conflicts with this Addendum. Subject to section 13.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal 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 Addendum, the provisions of this Addendum shall prevail.

14. LEGAL EFFECT

This DPA shall only become legally binding between Customer and Spin Technology upon Customer's execution of this DPA.

15. SEVERANCE

Should any provisions 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 (1) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (2) constructed in a manner as if the invalid or unenforceable part has never been contained therein.

16. CHANGES

If Spin Technology gives a notice under this DPA or the Agreement, the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternate variations designed to address the requirements identified in Spin Technology's notice as soon as reasonably practical.

17. TERM

This DPA shall remain in effect as long as Spin Technology carries out Personal Data Processing operations on behalf of Customer or until the termination of the Agreement (and all Personal Data has been returned or deleted in accordance with this DPA).

CUSTOMER

Signature:_____
Customer Legal Name:_____
Print Name: _____
Title:_____
Date: _____

SPIN TECHNOLOGY

Signature:

_____

Print Name:
Title:
Date:

SCHEDULE 1 – DETAILS OF THE PROCESSING

Nature and Purpose of Processing

Spin Technology will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by Customer in its use of the Services.

Duration of Processing

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

Categories of Data Subjects

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

- ● Employees, agents, advisors or freelancers of the Customer (who are natural persons);
- ● Employees or contact persons of the Customer's affiliates, business partners, and prospects;
- ● Customer's users who are authorized to use services provided by the Spin Technology;

Type of Personal Data

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

- ● First and last name;
- ● corporate email;
- ● Contact information (company, email, phone, physical business address);
- ● Localisation data;
- ● IP address;

SCHEDULE 2 - STANDARD CONTRACTUAL CLAUSES
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: Spin Technology Inc

Address:**2100 Geng Rd, Suite 210, Palo Alto, CA 94303**

Tel.: +1 888 883 2993 (9am to 5pm PST)*; fax: +1-888-883-2993; e-mail: privacy@spin.ai

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 sub-processor 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, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor 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 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.

On behalf of the data exporter:

Name (written out in full):
Position:
Address:
Other information necessary in order for the contract to be binding (if any):

Signature……………………………………….

On behalf of the data importer: Spin Technology
Name (written out in full):
Position:
Address: 2100 Geng Rd, Suite 210, Palo Alto, CA 94303 Other information
necessary in order for the contract to be binding (if any):

Signature……………………………………….

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

The data exporter is (please specify briefly your activities relevant to the transfer):

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii)   all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and the United Kingdom that have purchased Services on the basis of one or more Order Form(s) and/or SOW(s).

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Spin Technology is a provider of enterprise cloud computing solutions which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects
The personal data transferred concern the following categories of data subjects (please specify):
Data exporter may submit Personal Data to the Services, 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, agents, advisors or freelancers of the data exporter (who are natural persons);
- ●   Employees or contact persons of the data exporter's Company's, business partners, Spin Technology and prospects;
- ●Data exporter's users who are authorized to use services provided by the data importer;

Categories of data

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

Data exporter may submit Personal Data to the Services, 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;
- ●corporate email
- ●Contact information (company, email, phone, physical business address);
- ●Localisation data
- ●IP address

Special categories of data (if appropriate)

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

Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

Processing operations

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

The objective of Processing of Personal Data by data importer is the performance of the Services pursuant to the Agreement.

DATA EXPORTER

Name:…………………………………..…

Authorised Signature ……………………

DATA IMPORTER: Spin Technology

Name:

Authorised Signature:……………………

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

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 Master Subscription Agreement.

DATA EXPORTER

Name:…………………………………..…

Authorised Signature………………………

DATA IMPORTER: Spin Technology

Name:

Authorised Signature: ……………………

Schedule 3 – List of Sub-Processors

Amazon Web Service
Google Cloud Platform
Microsoft Azure