Data Processing Addendum

This Data Processing Addendum ("DPA"), forms part of the Terms of Use ("Agreement") governing the ANALEC InsightsCRM Software-as-a-Service offering ("InsightsCRM") between ANALEC and its successors and permitted assigns ("ANALEC") and the subscriber of InsightsCRM (the "Client") and shall be effective on the date both parties execute this DPA ("Effective Date"). All capitalized terms not defined in this DPA shall have the meanings as set forth in the Agreement.

In the course of providing the Services to the Client as per the Terms of Use, ANALEC may process Personal Data on behalf of the Client 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 is subject the provisions of the Terms of Use, and in the event of conflict, this DPA shall prevail over the Terms of Use.

ANALEC and the Client are each sometimes referred to in this Agreement as a "Party" and are collectively referred in this Agreement as the "Parties".

1.   Definition

Client Data means data provided by or on behalf of the Client or Client-side Users via the Services under the Agreement.

"Data Controller" means a natural or legal person   that, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

"Data Processor" means an entity that processes Personal Data on behalf of a Data Controller.

"EEA" means the European Economic Area**.**

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject") that is governed by the GDPR or substantially similar laws / regulations in other jurisdictions as may be applicable to the Services.

"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.

"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).

"Sub-processor" means any Processor engaged by a Data Processor.

2.   Scope and Applicability of this DPA

This DPA applies where and only to the extent that ANALEC processes Personal Data on behalf of Client as Data Processor in the course of providing Services pursuant to the Agreement, including Data that originates from the EEA and/or that it is otherwise subject to GDPR.

2.1.   Details of the Processing

The subject-matter of Processing of Personal Data by ANALEC 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 (including special categories of Personal Data) and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

2.2.   Roles of the Parties

The parties acknowledge and agree that with regard to the Processing of Personal Data, the Client is the Data Controller, ANALEC is the Data Processor of Personal Data except when the Client is a Processor of Personal Data, then ANALEC is a sub processor.

Each party will comply with the obligations applicable to it with respect to the processing of that Personal Data.

2.3.   Authorization by Third Party Controller

If Client is a Data Processor, the Client warrants to ANALEC that the Client has the necessary and appropriate written authorization from the relevant Data Controller to appoint ANALEC as a sub-processor.

3.   Data Processing

3.1.   Client's Processing of Personal Data

The Client 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, the Client's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. The Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which the Client acquired such Personal Data.

3.2.   Certification by Client

The Client Certifies that its actions in relation to Personal Data, whether as a Controller or Processor, comply with all applicable obligations and that it has obtained the written consent, affirmative opt-in, other written authorisation ("Consent") from applicable individuals/Data Subjects or has another legitimate, legal basis for processing of Personal Data including making such Personal Data accessible to ANALEC for processing and also for onward transfer of this Personal Data.

3.3. Processing of Personal Data

Client grants ANALEC the right to process Personal Data in accordance with this DPA and the Agreement for purposes of providing the Services under the Agreement.

ANALEC shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with the Client's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Client End Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by the Client (e.g., via email) where such instructions are consistent with the terms of the Agreement.

This Addendum and the associated Agreement are the Client's complete instructions to ANALEC for the processing of Personal Data. Any alternative or additional instructions may only be by written amendment to this Addendum or via Email.

The Client will have the exclusive authority to determine the purpose for and means of processing Personal Data.

ANALEC will comply with applicable data protection and privacy laws, including but not limited to, the GDPR, to the extent such laws apply to ANALEC in its role as a Data Processor.

3.4. Data Protection Impact Assessment

Upon the Client's request, ANALEC shall provide the Client with reasonable cooperation and assistance needed to fulfil the Client's obligation to carry out a data protection impact assessment related to the Client's use of the Services pursuant to the Agreement.

4. Rights of Data Subjects

4.1. Data Subject Request

ANALEC shall, to the extent legally permitted, promptly notify the Client if ANALEC 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 Data Processing, ANALEC shall assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to a Data Subject request. In addition, to the extent the Client, in its use of the Services, does not have the ability to address a Data Subject request, ANALEC shall upon the Client's request provide commercially reasonable efforts to assist the Client in responding to such Data Subject request, to the extent ANALEC is legally permitted to do so and the response to such Data Subject request is required under applicable law. To the extent legally permitted, the Client shall be responsible for any costs arising from ANALEC's provision of such assistance.

5.   Return or Deletion of Data

Upon termination or expiration of the Agreement, ANALEC shall (at the Client's election) delete or return to the Client all Client Data (including copies) in its possession or control, save that this requirement shall not apply to the extent ANALEC is required by applicable law to retain some or all of the Client Data, or to Client Data it has archived on back-up systems, in which case the Client Data, ANALEC shall securely isolate and protect from any further processing, except to the extent required by applicable law.

6.   Tracking Technologies

The Client acknowledges that in connection with the performance of the Services, ANALEC employs the use of cookies, unique identifiers, web beacons and similar tracking technologies ("Tracking Technologies"). The Client shall maintain appropriate notice, consent, opt-in and opt-out mechanisms as are required by Data Protection Laws to enable ANALEC to deploy Tracking Technologies lawfully on, and collect data from, the devices of panelist in accordance with and as described in the ANALEC Cookie Statement.

7.   Subprocessing

7.1.   Appointment of Authorized Sub-processors

The Client agrees that ANALEC may engage affiliates or third-party sub-processors to process Client Data. The Client hereby authorizes ANALEC to engage subcontractors to Process Personal Data.

7.2.   Sub-processor Obligations

When engaging any Sub-processor, ANALEC will ensure via a written contract that:

- the Sub-processor only accesses and uses Personal Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Agreement (including this DPA);
- if the GDPR applies to the processing of Personal Data, the data protection obligations set out in Article 28(3) of the GDPR, as described in these Terms, are imposed on the Sub-processor; and

ANALEC will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause ANALEC to breach any of its obligations under this DPA.

Written agreements with each Sub-processor shall contain data protection obligations not less protective than those in this DPA with respect to the protection of Client Data to the extent applicable to the nature of the Services provided by such Sub-processor.

7.3. List of Current Sub-processors and Notification of New Sub-processors

ANALEC shall make available to the Client the current list of Sub-processors for the Services identified.

ANALEC 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.

The Client may object to ANALEC's use of a new Sub-processor by notifying ANALEC promptly in writing within ten (10) business days after receipt of ANALEC's notice.

7.4. Liability

ANALEC shall be liable for the acts and omissions of its Sub-processors to the same extent ANALEC would be liable if performing the services of each Sub-processor directly under the terms of this Data Protection Addendum, except as otherwise set forth in the Agreement.

8. Security Measures

ANALEC will implement and maintain technical and organizational measures to protect Client Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access in accordance with ANALEC's security standards, including, as appropriate, the measures required pursuant to Article 32 of the GDPR. Such security measures include measures to encrypt personal data; to help ensure ongoing confidentiality, integrity, availability and resilience of ANALEC's systems and services; to help restore timely access to personal data following an incident; and for regular testing of effectiveness

8.1. Confidentiality of processing

ANALEC shall ensure that any person who is authorized by ANALEC to process Client Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality.

ANALEC 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.

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

8.2. Security Certifications and Reports

ANALEC shall ensure the continued effectiveness of the Security Measures.

8.3. Client's Audit Rights.

If GDPR applies to the processing of Personal Data, ANALEC will allow the Client or an independent auditor appointed by the Client, at the Client's cost, to conduct audits (including inspections) to verify ANALEC's compliance with its obligations under these Terms.

The Client may also conduct an audit to verify ANALEC's compliance with its obligations under these Terms by reviewing the Security Documentation (which reflects the outcome of audits conducted by ANALEC's Third Party Auditor).

9. Incident Management

ANALEC maintains security incident management policies and procedures in accordance with GDPR.

9.1. Security Incident Response

Upon becoming aware of a breach of its security measures to protect Client Data ("Security Incident"), ANALEC shall notify the Client without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by the Client.

ANALEC shall make reasonable efforts to identify the cause of such a Security Incident and take those steps as ANALEC deems necessary and reasonable in order to remediate the cause of such a Security Incident to the extent the remediation is within ANALEC's reasonable control. The obligations herein shall not apply to incidents that are caused by Client.

9.2. No Acknowledgement of Fault by ANALEC

ANALEC's notification of or response to a Security Incident under this Section will not be construed as an acknowledgement by ANALEC of any fault or liability with respect to the Security Incident.

9.3. Client Responsibilities

Notwithstanding the above, the Client agrees that except as provided by this DPA, the Client is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Client Data when in transit to and from the Services and taking any appropriate steps to securely encrypt or backup any Client Data uploaded to the Services.

10. International Transfers

10.1. Data center locations

Client consents and agrees that ANALEC may transfer and process Client Data anywhere in the world where ANALEC, its Affiliates or its Sub-processors maintain data processing operations. ANALEC shall at all times provide an adequate level of protection for the Client Data processed, in accordance with the requirements of Data Protection Laws.

ANALEC shall inform the Client of any international transfers of Personal Data in advance of making the transfer and shall assist the Client in assessing the parties' respective obligations to comply with Applicable Privacy Laws.

The Parties agree that by executing this DPA, they shall be bound by the terms of Standard Contract Clauses, and the Appendixes attached thereto, as applicable, all of which are attached to this DPA.

10.2. Standard Contract Clauses

The standard contract clauses are in Annex 1

11. Miscellaneous

- Except as amended by this DPA, the Agreement will remain in full force and effect.
- If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.
- To the extent permitted by law, in no event shall ANALEC's maximum aggregate liability for any claim(s) under this DPA and Schedule 1 below, exceed Euro Fifty Thousand (Euro 50,000).
- The Client may terminate this DPA and the Standard Contractual Clauses at the Client's discretion upon ANALEC's receipt of a Client's written notice of termination.
- This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions set forth in the Agreement, unless otherwise required by GDPR.
- This DPA may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same document. The Parties may sign and deliver this DPA by facsimile or email transmission.

Schedule 1

This Schedule 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR and, unless expressly modified by us upon your request in writing for Your specific needs, automatically applies irrespective of your location.

Subject Matter
The subject matter and duration of the processing of Your Personal Data are set out in the Agreement.

Duration of Processing
ANALEC will process Personal Data for the purposes of providing the Services to the Client in accordance with the Agreement ("the Term"). The Term plus the period from the expiry of the Term until deletion of all Client Data by ANALEC in accordance with the Terms.

Nature and purpose of the processing
ANALEC will process Personal Data for the purposes of providing the Services to the Client in accordance with the Agreement.

Type of personal data and categories of data subject to be processed:
- Data relating to individuals provided to ANALEC via the Services, by (or at the direction of) the Client or by the Client's End Users.
- Data Subjects include the individuals about whom data is provided to ANALEC via the Services.

Categories of Data to whom the Company Personal Data relates
The Client may submit Personal Data to the Services, the extent of which is determined and controlled by the Client in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name;
- Contact information (company, email, phone, physical address);
- Connection data;
- Individual client and customer data on interactions as part of the Services contained in the Agreement;
- IP Address and other cookie data.

The obligations and rights of Company and Company Affiliates
The obligations and rights of Company and Company Affiliates are set out in the Agreement and this DPA.

ANNEX 1: 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: <CLIENT Name>

Address:

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

Other information needed to identify the organisation

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

And

Name of the data importing organisation: ANALEC

Address: 6th Floor, Park Centra, Tower B, Sector 30, NH-8, Gurgaon, Haryana 122002, India

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

Other information needed to identify the organisation:

....
(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Schedule 1.

Background

The data exporter has entered into a data processing addendum ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that Services provided by the data importer will involve the transfer of Personal Data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the Data Controller agrees to the provision of such Services by

ANALEC, including the processing of Personal Data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

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; [*If these Clauses are governed by a law which extends the protection of data protection laws to corporate persons, the words "except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of "personal data" is expanded to include those data" are added.*]

(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; [*If these Clauses are not governed by the law of a Member State, the words "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" are deleted.*]

(d)   *'the sub-processor'* means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor 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 Schedule 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 sub-processor 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, 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 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 sub-processing 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor 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 sub-processing, 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 sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor 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 sub-processor is entitled to receive compensation from the data exporter for the damage suffered; subject to a cap of monetary value equivalent to 12 months of subscription fees paid by or received by the Data Subject.

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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor 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 sub-processor 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 sub-processor, 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 sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, 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

Sub-processing

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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor 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 sub-processor's obligations under such agreement.

2.   The prior written contract between the data importer and the sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for sub-processing 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 sub-processing 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 sub-processor 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 sub-processor 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): NA

Signature……………………………………….

On behalf of the data importer:

Name (written out in full): Indrajit R Sarker

Position: Chief Executive Officer

Address:

Other information necessary in order for the contract to be binding (if any): NA

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
Data Exporter is the user of ANALEC Products and services and provides client data as part of the use of the Services.

Data importer
Data Importer is a software product company providing ANALEC products (ResearchWise, ClientManager, Conference Management) to its Client(s).

Data subjects
The personal data transferred concern the following categories of data subjects:

- Data relating to individuals provided to ANALEC via the Services, by (or at the direction of) the Client or by Client's End Users.
- Data subjects include the individuals about whom data is provided to ANALEC via the Services.

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

- First and Last name
- Contact information (company, email, phone, physical address)
- Connection data
- IP Address and other cookie data

Special categories of data (if appropriate)
The personal data transferred do not include sensitive data

Processing operations
The personal data transferred will be subject to the following basic processing activities:

Data importer will process personal data as necessary to perform the services pursuant to the Agreement. The processing operations performed on the personal data will depend on the scope of data exporter's services. Such services may include:

- Collecting, Recording, Organising, Storage, Use, Alteration, Disclosure, Transmission, Retrieval, Destruction, Archival

DATA EXPORTER
Name: ……………………………

Authorised Signature ……………………

DATA IMPORTER
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):

The Data Importer maintains a written security program for the security, integrity and protection of personal data it processes on behalf of its customers against unauthorised disclosure and loss. Data Importer's security program includes administrative, technical and physical safeguards appropriate for data importer's size and resources and the types of information that it processes.

Technical and organizational security measures, including administrative, physical, and technical safeguards relation to our Processing of Your Personal Data can be found at http://www.analec.com/