

Amendment Agreement to the Lastline Cloud Services Agreement

Regarding the Processing of Personal Data of EU Customers

(hereinafter referred to as "**Lastline DPA**")
by and between

1. Lastline Inc. 203 Redwood Shores Pkwy #500, Redwood City, CA 94065, USA

- hereinafter referred to as "**Lastline**" -

and

2. Censornet Ltd., Matrix House, Basing View, Basingstoke, Hampshire, RG21, 4DZ, United Kingdom

- hereinafter referred to as "**Partner**" -

- **Lastline** and **Partner** hereinafter referred to as "**Parties**" and each as "**Party**" -

PREAMBLE

Lastline performs cloud based analytics services on behalf of Partner ("**Services**") as agreed between the Parties in the Lastline OEM Agreement between Partner and Lastline entered into on 10 September 2019.

Original Equipment Manufacturers ("**OEMs**") providing Lastline's services to their customers qualify as Partner under this DPA.

In the course of providing the Services, Lastline will process personal data for which, pursuant to EU data privacy laws, Partner's customers located in the European Union and/or European Economic Area ("**Partner's Customers**") are responsible as provided under Art. 4 no 7 GDPR ("**Customer's Personal Data**"). Partner's Customers are companies that render services to their end-customers and who engage Lastline as sub-processor.

This Lastline DPA regulates the data protection obligations of the Parties when processing Customer's Personal Data is done under the OEM Agreement and will reasonably ensure that such processing will only be rendered on behalf of and under the Instructions of Partner or Partner's Customers and in accordance with the EU Standard Contractual Clauses for Processors pursuant to European Commission Decision of 5 February 2010 ("**SCC**") and Art. 28 et seq. of the General Data Protection Regulation ("**GDPR**").

1. DEFINITIONS

- In addition to the definition in Clause 1 SCC, “**Instruction**” means any documented instruction, submitted by Partner to Lastline, directing Lastline to perform a specific action with regard to personal data, including but not limited to the rectification, erasure or restriction of personal data. Instructions shall initially be specified in the OEM Agreement and may, from time to time thereafter, be amended, supplemented or replaced by Partner by separate written or text form Instructions provided that such instructions still fall within the scope of the Services. Instructions issued for the purpose of complying with statutory claims under the GDPR such as rectification, erasure or restriction of personal data fall within the scope of the Services.
- Terms used but not defined in this Section, including but not limited to “personal data”, “personal data breach”, “processing”, “controller”, “processor” and “data subject”, will have the same meaning as set forth in Art. 4 GDPR.
- “**Applicable Law**” means all laws, rules and regulations applicable to either party’s performance under this Data Processing Agreement, including but not limited to those applicable to the processing of personal data. This means in particular the GDPR and all national laws validly amending the applicable rules for the processing of personal data.

2. SUBJECT, DURATION, PURPOSE, AND SPECIFICATION OF PROCESSING

- 2.1 Lastline will, in the course of providing Services due under the OEM Agreement, process Customer's Personal Data which shall be subject to the following provisions contained in this Lastline DPA.
- 2.2 When performing the Services, Lastline will act as sub-processor, whereas Lastline’s Partners are processors on behalf of Partner’s Customers who are the data controllers. Partner and any of Partner's Customers shall be entitled to issue Instructions under this Lastline DPA.
- 2.3 The subject matter, duration, nature and purpose of the processing are described in the OEM Agreement, the appendices of the SCC and Sect. 9 of this Lastline DPA.
- 2.4 The categories of data and data subjects which may be concerned by the processing are listed in Exhibit, Appendix 1.
- 2.5 This Lastline DPA amends the OEM Agreement with respect to any processing of personal data provided by Partner or Partner's Customers as amended from time to time by written agreement between both Parties.

- 2.6 Partner enters into this Lastline DPA on its own behalf and on behalf of Partner's Customers for which Partner is authorized to act. Partner's Customers shall have the same rights and obligations as referred to Partner with the exception of this Sect. 2.6. Alternatively, each Partner Customer can co-sign this Lastline DPA.
- 2.7 This Lastline DPA is by way of reference an integral part of any agreement entered into between Lastline and Lastline's Partners.

3. STANDARD CONTRACTUAL CLAUSES

- 3.1 Any processing operation as described in Sect. 2 shall also be subject to the SCC as contained in the Exhibit which shall prevail over any conflicting clauses in the OEM Agreement or the Lastline DPA. The Parties agree that the SCC shall be directly binding between Lastline as Data Importer (as defined therein), Partner and each Partner's Customers, each acting as Data Exporter (as defined therein) in relation to the personal data provided by Partner or Partner's Customer.
- 3.2 Beginning May 25, 2018 and thereafter, references to various Articles from the Directive 95/46/EC in the SCC will be treated as references to the relevant and appropriate Articles in the GDPR.

4. LASTLINE'S OBLIGATIONS

- 4.1 In addition to Clause 5 (a) SCC, Lastline shall in the course of providing Services, including with regard to transfers of personal data to a third country, process Customer's Personal Data only on behalf of and under the documented Instructions of Partner unless required to do so otherwise by the law applicable to Lastline; in such a case, Lastline shall inform the Partner of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- 4.2 Lastline shall take all steps reasonably necessary to ensure that any natural person acting under its authority who has access to personal data does not process such personal data except on Instructions from the Partner, unless Lastline, he or she is otherwise required to do so by applicable law.
- 4.3 Lastline ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and that the obligation will remain after termination of this Lastline DPA.
- 4.4 Technical and Organizational Data Security Measures
- 4.4.1 In addition to Clause 5 (c) SCC, the measures specified in Exhibit, Appendix 2 are subject to technical advancements and development.

- 4.4.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Lastline shall implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as required by Art. 32 GDPR. This includes but is not limited to (as appropriate)
- the pseudonymization and encryption of personal data;
 - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
 - the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- 4.4.3 When assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 4.4.4 If Lastline significantly modifies measures specified in Exhibit, Appendix 2, such modifications have to meet the obligations pursuant to Sect. 4.4.2 and 4.4.3. Lastline shall make available to Partner a description of such measures which enables Partner to assess compliance with Art. 32 GDPR and allow for and contribute to audits, including inspections, conducted by the Partner or another auditor mandated by the Partner as permitted by Clause 5 (f) SCC. Lastline and Partner shall agree on such significant modifications by signing the modified Exhibit, Appendix 2 after every amendment. Partner shall not refuse to accept any modification that meets the requirements pursuant to Sect. 4.4.2 and 4.4.3 of this Lastline DPA.
- 4.4.5 Lastline shall implement a data protection management procedure according to Art. 32 para 1 lit. d) GDPR, for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures to appropriately ensure the security of the processing. Lastline will further, by way of regular self-audits, reasonably ensure that the processing of Customer's Personal Data conforms with the provisions as agreed with Partner or to Partner's Instructions.
- 4.5 Lastline shall, while taking into account the nature of the processing, assist Partner through appropriate technical and organizational measures, with the fulfilment of Partner's obligations to respond to requests for exercising rights of data subjects in accordance with Applicable Law, in particular Art. 15 through 18 and 21 GDPR.
- 4.6 Taking into account the nature of the processing and the information available to Lastline, Lastline shall assist Partner with ensuring compliance with the obligations pursuant to Art. 33 through 36 GDPR (Data Security Breach Notification, Data Protection Impact Assessment, Consultation with Data Protection Supervisory Authorities).

4.7 Documentation and Audit Rights

- 4.7.1 Lastline may, in its discretion provide data protection compliance certifications issued by a commonly accepted certification issuer which has been audited by a data security expert, by a publically certified auditing company or by another customer of Lastline.
- 4.7.2 If Partner has justifiable reason to believe that Lastline is not complying with the terms and conditions under this agreement, in particular with the obligation to implement and maintain the agreed technical and organizational data security measures, and only once per year, Partner is entitled to audit Lastline. This audit right can be exercised by (i) requesting additional information, (ii) accessing the databases which process Customer's Personal Data or (iii) by inspecting Lastline's working premises whereby in each case no access to personal data of other customers or Lastline's confidential information will be granted. Alternatively, Partner may also engage third party auditors to perform such tasks on its behalf. The costs associated with such audits and/or for providing additional information shall be borne by Partner unless such audit reveals Lastline's material breach with this Lastline DPA.
- 4.7.3 Partner may, in its discretion and in exchange for the audit, rely on data protection certifications issued by a commonly accepted certification issuer which has been audited by a data security expert or by a publicly certified auditing company.
- 4.7.4 If Partner intends to conduct an audit at Lastline's working premises, Partner shall give reasonable notice to Lastline and agree with Lastline on the time and duration of the audit. In the case of a special legitimate interest, such audit can also be conducted without prior notice. Both Parties shall memorialize the results of the audit in writing.

4.8 Notification Duties

- 4.8.1 In addition to Clause 5 (d) SCC, Lastline shall inform Partner without undue delay in text form (e.g. letter, fax or e-mail) of the events listed in Clause 5 (d) SCC and the following events:
- Requests from third parties including from a data protection supervisory authority regarding Customer's Personal Data;
 - Threats to Customer's Personal Data in possession of Lastline by garnishment, confiscation, insolvency and settlement proceedings or other incidents or measures by third parties. In such case, Lastline shall immediately inform the respective responsible person/entity that Partner holds the sovereignty and ownership of the personal data.
- 4.8.2 For the purpose of complying with Clause 5 (d) SCC and for enabling Partner to comply with its own data breach notification obligations pursuant to Art. 33 para 2 GDPR, Lastline

shall notify Partner without undue delay after becoming aware of a personal data breach. Such notice will, at a minimum, include the following information:

- a description of the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- information pursuant to Sect. 4.10;
- description of the likely consequences of the personal data breach; and
- description of the measures taken or proposed to be taken by the Partner to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

4.8.3 Lastline shall inform Partner immediately if, from its point of view, an Instruction of Partner may lead to a violation of the GDPR or other Union or Member State data protection provisions. Until the Partner either confirms or alternates the Instruction, Lastline may refuse to comply.

4.9 Rectification, Erasure (Deletion), Restriction

4.9.1 If legally required and Partner is unable to perform the applicable task itself or if provided so in the services description contained in the OEM Agreement, Lastline shall rectify, erase (delete) or restrict (block) Customer's Personal Data upon Partner's request. Any deletion of Customer's Personal Data pursuant to this Sect. 4.9 shall be executed in such a manner that restoring or recovering such data is rendered impossible.

4.9.2 At Partner's request, Lastline shall conduct a data protection-compliant destruction of data media and other material if so provided by Partner. Alternatively, at the request of Partner, Lastline shall provide the data media and other material to Partner or store it on Partner's behalf.

4.9.3 Unless Union or Member State law requires a retention of the personal data, Lastline shall, upon completion of the Services in consultation with Partner, either delete or return all Customer's Personal Data in its possession to Partner.

4.9.4 If a data subject addresses Lastline with claims for rectification, erasure or restriction, Lastline shall refer the data subject to Partner.

4.10 Lastline will inform Partner of the name and the official contact details of its data protection officer if Lastline is, by Applicable Law, required to appoint a data protection officer. If Lastline is not required to appoint a data protection officer, Lastline shall name a person responsible for dealing with questions relating to applicable data protection law and data security in the context of performing this Lastline DPA.

- 4.11 In the case claims based on Art. 82 GDPR are raised against Partner, Lastline shall reasonably support Partner with its defense.
- 4.12 Lastline will make available to Partner all information necessary to demonstrate compliance with the obligations laid down in Lastline DPA and Art. 28 GDPR.
- 4.13 Lastline will on request make available a record of its processing activities based on Art. 30 GDPR unless the exception of Art. 30 para 5 GDPR applies.

5. PARTNER'S OBLIGATIONS

- 5.1 In addition to Clause 4 (b) SCC, Partner shall provide all Instructions pursuant to this Lastline DPA to Lastline in written or electronic form.
- 5.2 Partner may issue Instructions at any time as to the type, scope and procedures of the processing to the extent this is so provided in the OEM Agreement or necessary for complying with statutorily granted requests of data subjects. Verbal Instructions shall be confirmed in written form immediately thereafter. Partner shall notify Lastline in writing of the names of the persons who are entitled to issue Instructions to Lastline. Any consequential costs incurred resulting from Partner's failure to comply with the preceding sentence shall be borne by Partner. In any event, the managing directors and personnel/human resource management of Partner are entitled to issue Instructions.
- 5.3 Partner shall inform Lastline immediately if processing by Lastline might lead to a violation of data protection regulations.
- 5.4 In the case claims based on Art. 82 GDPR are raised against Lastline, Partner shall reasonably support Lastline with its defense.
- 5.5 Partner shall name a person responsible for dealing with questions relating to applicable data protection law and data security in the context of performing this Lastline DPA.

6. SUBPROCESSING

- 6.1 In addition to the provisions contained in Clause 11 SCC, any subprocessor is obliged, before initiating the processing, to commit itself in writing, for the benefit of Partner and Partner's Customers to comply with the same data protection obligations as the ones under this Lastline DPA or legal Act within the meaning of Art. 28 para 3, 4 and 6 GDPR vis-à-vis Partner (the sub-processing agreement must provide at least the same level of data protection as required under this Lastline DPA). Where the subprocessor fails to fulfil its data protection obligations, Lastline shall remain fully liable to the Partner for the performance of the subprocessor's obligations.

- 6.2 Where a subprocessor refuses to be bound by the same data protection obligations as the ones under this Lastline DPA, Partner may consent thereto whereby such consent shall not be unreasonably withheld.
- 6.3 Lastline may provide for a website or provide another notice that lists all subprocessors, which have access to personal data of its Partner as well as the limited or ancillary services they provide. At least 14 days before authorizing any new subprocessor gains access to personal data, Lastline will update its website, notify Partner and grant the opportunity to object to such change. Upon Partner's request, Lastline will provide all information necessary to demonstrate that the subprocessor will meet all requirements pursuant to Sect. 6.1 and 6.3. In the case Partner objects to the subprocessing, Lastline can choose to either not engage the subprocessor or to terminate the Lastline DPA with two (2) months prior written notice.
- 6.4 Subject to Lastline complying with the obligations under Clause 11 SCC and Art. 28 para 2 GDPR, Partner herewith agrees to the following subprocessors:

	Country	Data Processed
Amazon AWS	US	Cloud Service Provider
Atlassian	US	Development System
CoreSight	US	Data Center
EvoSwitch (acquired by Iron Mountain)	The Netherlands	Data Center
Google Analytics	US	Portal Analytics
Google/G-Suite	US	Cloud Service Provider
Impartner	US	Partner Support
Intuit	US	Financial
Marketo	US	Customer and Prospect Communication
Salesforce	US	Customer Records
Slack	US	Corporate Communication
Strikedeck	US	Customer Support
Wrike	US	Corporate Communication
Zendesk	US	Customer Support
Clari	US	US
zenGRC	US	Compliance

7. LIABILITY

- 7.1 Partner and Lastline shall be each liable for damages of concerned data subjects according to Art. 82 GDPR (external liability):
- 7.1.1 Partner and Lastline shall be liable for all the damage caused by processing which infringes the GDPR.
 - 7.1.2 Lastline's liability under Sect. 7.1.1 shall be limited to the damage caused by processing where it has not complied with obligations of the GDPR specifically directed to Lastline or where it has acted outside or contrary to lawful Instructions of the Partner.
 - 7.1.3 Partner and Lastline shall be exempt from liability under Sect. 7.1.1 and 7.1.2 if they prove to not be in any way responsible for the event giving rise to the damage.
 - 7.1.4 Where more than one Partner and Lastline, or both, the Partner and Lastline, are involved in the same processing and under Sect. 7.1.1 and 7.1.2 are responsible for any damage caused by processing, each Partner or Lastline shall be held liable for the entire damage.
 - 7.1.5 Sect. 7.1.1, 7.1.2, 7.1.3 and 7.1.4 shall apply only, where more beneficial for data subjects as compared to Clause 3 and 6 SCC. In any other case, Clauses 3 and 6 SCC shall prevail.
 - 7.1.6 Partner and Lastline shall be entitled to claim back from the other, Lastline or Partner, that part of the compensation corresponding to their part of responsibility for the damage.
- 7.2 As regards the internal liability and without any effect as regards the external liability towards data subjects, the Parties agree that notwithstanding anything contained hereunder, when providing the Services, Lastline's liability for breach of any terms and conditions under this Lastline DPA shall be subject to the liability limitations agreed in the OEM Agreement. Partner will indemnify Lastline from any exceeding claims of data subjects who claim rights based on alleged violation of this Lastline DPA including the SCC.

8. COSTS FOR ADDITIONAL SERVICES

If Partner's Instructions lead to a change from or increase of the agreed Services or in the case of Lastline's compliance with its obligations pursuant to Sects. 4.6, 4.9 or 4.11 to assist Partner with Partner's own statutory obligations, Lastline is entitled to charge reasonable fees for such tasks which are based on the prices agreed for rendering the Services and/or notified to Partner in advance.

9. CONTRACT PERIOD

The rights, benefits and obligations of this Lastline DPA shall commence with the initiation of the Services and shall terminate with termination of the agreed Services under the OEM Agreement.

10. MODIFICATIONS

Lastline may modify or supplement this Lastline DPA, with notice to Partner, (i) if required to do so by a supervisory authority or other government or regulatory entity, (ii) if necessary to comply with Applicable Law, (iii) to implement standard contractual clauses laid down by the European Commission or (iv) to adhere to an approved code of conduct or certification mechanism approved or certified pursuant to Articles 40, 42 and 43 of the GDPR.

11. WRITTEN FORM

Any side agreements to this Lastline DPA as well as changes and amendments of this Lastline DPA, including this Sect. 11, shall be in writing (textform being sufficient).

12. CHOICE OF LAW

This Lastline DPA is governed by, and shall be interpreted in accordance with, the law of the EU Member State in which the Partner's Customer resides, excluding its conflict of law provisions, to the extent not otherwise provided by Clause 7 SCC.


13. MISCELLANEOUS

- 13.1 For the determination of the data protection obligations, entitlement to provide orders and control, responsibilities, liabilities and consequences of objectives, the Lastline DPA shall prevail over all other agreements between the Parties.
- 13.2 This Lastline DPA may only be amended, supplemented or changed upon the written agreement of the Parties.
- 13.3 In the event a clause under the OEM Agreement has been found to violate the GDPR including all other Applicable Laws, the Parties will mutually agree on modifications to the OEM Agreement to the extent necessary to ensure data privacy-law compliant processing.

Signatures:



Partner

DocuSigned by:


Lastline
Lastline005CB478...

Exhibit– Standard Contractual Clauses for Processors**Standard Contractual Clauses for 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.

Partner's Customer are hereinafter referred to as the "**Data Exporter**" with respect to the personal data provided by that Data Exporter. Partner is processor and as such entitled to exercise any rights assigned to the Data Exporter under these clauses.

Lastline as defined in the Lastline DPA is hereinafter referred to as the "**Data Importer**".

The Data Exporter(s) and the Data Importer, each a "party" and collectively "the parties" HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the Data Exporter to the Data Importer of the personal data specified in **Appendix 1**.

*Clause 1****Definitions***

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the Data Exporter'* means the controller who transfers the personal data;
- (c) *'the Data Importer'* means the processor who agrees to receive from the Data Exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the Data Importer or by any other subprocessor of the Data Importer who agrees to receive from the Data Importer or from any other subprocessor of the Data Importer personal data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the Data Exporter is established;

- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the Data Exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the Data Importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the Data Exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the Data Exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the Data Exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the Data Exporter

The Data Exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the Data Exporter is established) and does not violate the relevant provisions of that State;

- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the Data Importer to process the personal data transferred only on the Data Exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the Data Importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the Data Importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the Data Exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the Data Importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the Data Importer

The Data Importer agrees and warrants:

- (a) to process the personal data only on behalf of the Data Exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Data Exporter of its inability to comply, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Data Exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the Data Exporter as soon as it is aware, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract;

- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the Data Exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the Data Exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the Data Exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the Data Exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the Data Exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the Data Exporter;
- (h) that, in the event of subprocessing, it has previously informed the Data Exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the Data Exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor, is entitled to receive compensation from the Data Exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the Data Exporter, arising out of a breach by the Data Importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the Data Exporter has factually disappeared or ceased to exist in law or has become insolvent, the Data Importer agrees that the data subject may issue a claim against the Data Importer as if it were the Data Exporter, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The Data Importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

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

Clause 7

Mediation and jurisdiction

1. The Data Importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the Data Importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the Data Exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The Data Exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the Data Importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the Data Exporter under the applicable data protection law.
3. The Data Importer shall promptly inform the Data Exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the Data Importer, or any subprocessor, pursuant to paragraph 2. In such a case the Data Exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9***Governing Law**

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

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

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

*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 (This requirement may be satisfied by the subprocessor co-signing the contract entered into between the Data Exporter and the Data Importer which is based on the terms and conditions of this Agreement.). 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(s):

Censornet Limited

Signature:



Print Name: Laura Harding

Print Title: Commercial Operations Manager

Date: 24 September 2019

On behalf of the Data Importer:

LASTLINE

Signature:

DocuSigned by:


Print Name: Ananth Arwa

Print Title: CFO & BizOps

Date: 9/24/2019

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 Importer**

LASTLINE is engaged in providing security services.

Data subjects

The Data subjects will depend upon how the Partner's customer has configured the Lastline platform and the type of data the solution has visibility into. Lastline may process data potentially coming from a Partner's Customer's employees, vendors, or downstream customer, depending upon the types and source of data that the Lastline deployment inspects and the content the Partner's customer submits to Lastline. Lastline only processes data according to the terms of the agreement.

Categories of data

The personal data transferred concern the following categories of data:

- *Files visible in plain text or decrypted protocols being downloaded from the internet or sent across the network internally and the associated IP Addresses*
- *IP Addresses within the organization communicating to known malicious IP Addresses*
- *Email Sender and Recipient if so configured and any attachments or URLs in the body of an Email the system inspects.*

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

Not to be expected but cannot be excluded.

Processing operations

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

Depending upon the configuration of the system, Lastline will monitor and scan

- *Plain text protocols present on the customers*
- *Inbound email traffic*

This monitoring is done for the purpose of identifying potentially malicious content such as ransomware, Trojans, botnets, or other malicious content. Lastline will store meta-data and make such information about malicious content available to Lastline's customers to defend from threats without revealing the original source(s) of the data or the original data itself.

Authorized employees within the organization will have availability to original malicious content and meta data based upon permissions granted within the system.

Retention

At all times during the term of Partner subscription, Partner will have the ability to access and extract Customer's Personal Data stored by Lastline. Lastline will retain Customer's Personal Data stored in a limited function account for 90 days after expiration or termination of Partner's subscription so that Partner may extract the data. After the 90-day retention period ends, Lastline will disable Partner's account and delete the Customer's Personal Data.

The Services may not support retention or extraction of software provided by Partner. Lastline has no liability for the deletion of personal data as described in this section.

On behalf of the Data Exporter(s):

Censornet Limited

Signature:



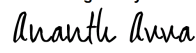
Print Name: Laura Harding

Print Title: Commercial Operations Manager

Date: 24 September 2019

On behalf of the Data Importer:**LASTLINE**

Signature:

DocuSigned by:

Ananth Arora

Print Name: Ananth Arora

Print Title: cfo & BizOps

Date: 9/24/2019

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 organizational security measures implemented by the Data Importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Sub-Processors will be bound to adhere to similar but not identical organizational security measures which shall not fall below the level of data security as agreed herein. Any organizational security measures are subject to change as technical standards evolve and such changes can be implemented by Data Importer. If so requested, data importer will provide data exporter with a description of the then current measures.

1. Separation Control:

Measures to provide for separate processing (storage, amendment, deletion, transmission) of data for different purposes:

- *Lastline provides a fully multi-tenant hosted platform.*
- *Customer data is stored in a unique data shard dedicated to that customer.*
- *All submitted data is tracked according to submitting license to ensure proper handling of submitted content and ensuring the privacy of the submitted data.*

2. Pseudonymization

- *n/a*

3. Encryption

- *Data is encrypted at rest and in transit using AES 128 or better encryption.*

4 Measures to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services

- *Lastline has redundant data centers located in the US and EU. These data centers themselves each have redundant systems, redundant power and internet connections.*

5. Process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

- *Lastline carries out periodic testing and evaluation of its systems.*

On behalf of the Data Exporter(s):

Censornet Limited

Signature:



Print Name: Laura Harding

Print Title: Commercial Operations Manager

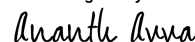
Date: 24 September 2019

On behalf of the Data Importer:

Lastline

Signature:

DocuSigned by:



Print Name:

03B33DE005CB478...
Ananth Avva

Print Title:

Cfo & BizOps

Date:

9/24/2019

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