CONTENTSQUARE

Data Processing Addendum

This Data Processing Addendum ("**DPA**") is entered into by and between Content Square SAS ("**Contentsquare**") on behalf of itself and its Affiliates, and _____ ("**Vendor**") on behalf of itself and its Affiliates. Contentsquare and Vendor will hereafter be jointly referred to as the "**Parties**", and individually as the "**Party**".

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to Contentsquare's agreement with the Vendor (the "**Agreement**").

1. Definitions

In addition to capitalized terms defined elsewhere in this DPA, the following terms shall have the meanings set forth opposite each one of them:

1.1.   "**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 at least 50%.

1.2.   "**Applicable Data Protection Law(s)**" means all applicable data protection, privacy and electronic marketing legislation, including the GDPR, CCPA, UK GDPR (the Data Protection Act 2018), the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Personal Data Protection Act ("PDPA") as well as any equivalent laws anywhere in the world - to the extent any such laws apply to Controller Personal Data to be processed hereunder by Processor.

1.3.   "**Personal Data**" means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person or Consumer (as defined in the CCPA), which is processed by Vendor solely on behalf of Contentsquare, under this DPA and the Agreement between Vendor and Contentsquare.

1.4.   "**Sensitive Personal Data**" is a subset of Personal Data, which due to its nature has been classified by applicable law or by Contentsquare as deserving additional privacy and security protection. Sensitive Personal Data consists of, in particular:

1.4.1.   all government-issued identification documents and numbers (including Social Security numbers, driver's license numbers, and passport numbers);
1.4.2.   all financial information, including any consumer, trading or spending habits, and any account numbers (bank and non-bank financial services account numbers, credit/debit card numbers, and other information if that information would permit access to a financial account);
1.4.3.   any Personal Data pertaining to the categories specified in Articles 9-10 of the GDPR;
1.4.4.   all employee, employment candidate and payroll information and data; and
1.4.5.   any other Personal Data designated by Contentsquare as Sensitive Personal Data.

1.5.   "**GDPR**" means EU General Data Protection Regulation 2016/679 and any subsequent amendments, replacements or supplements; The terms, "**Commission**", "**Data Subject**", "**Member State**", "**Personal Data Breach**", "**Special Categories of Data**", "**Process/Processing**", "**Controller**", "**Processor**", and "**Supervisory Authority**" shall have the same meanings given to them in the GDPR (or where the same or similar terms are used under another Applicable Law, the meanings given to such terms under such Applicable Law.

1.6.   "**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq. The terms "**Business**", "**Business Purpose**", "**Consumer**" and "**Service Provider**" shall have the same meaning as in the CCPA.

1.7.   "**Standard Contractual Clauses (processors)**" or "**Processor SCCs**" means the model clauses for the transfer of Personal Data to Processors approved and updated by the European Commission from time to time, the approved

version of which, in force at the DPA Effective Date, is set out in the European Commission's Decision 2010/87/EU of 5 February 2010

1.8.   "**Sub Processor**" means any third party engaged directly by the Vendor to process any Personal Data pursuant to or in connection with the Vendor Services. The term shall not include employees or contractors of Vendor.

1.9.   "**Contentsquare**" means Content Square SAS, and any Contentsquare Affiliates.

1.10.   "**Customer Personal Data**" means the Personal Data of a Contentsquare Customer.

1.11.   "**Vendor Services**" means any services provided by Vendor to Contentsquare, including, without limitation, any storage, software or platform services, pursuant to an agreement, purchase order, license or subscription.

2.   Subject Matter

In the course of providing the Vendor Services to Contentsquare and its Affiliates, pursuant to the Agreement, the Vendor and its Affiliates may Process Contentsquare's Personal Data (which may include Customer Personal Data) on behalf of Contentsquare and its Affiliates. The Vendor agrees to comply with the provisions set out in this Addendum, as well as with Applicable Data Protection Laws with respect to any of Contentsquare's Personal Data, which is submitted by or for Contentsquare and its Affiliates to the Vendor Services, and/or is otherwise collected and Processed on behalf of or for the benefit of Contentsquare and its Affiliates by the Vendor and its Affiliates.

3.   Scope of Processing

3.1.   Vendor shall process Personal Data as described in **Annex 1** (*Details of Processing of Personal Data*) attached hereto. Other than with respect to Customer Personal Data (to the extent applicable), Vendor shall process Personal Data as a Data Processor ('Service Provider' as such is defined under the CCPA to the extent applicable) acting on behalf of Contentsquare as the Controller ('Business' as such is defined under the CCPA to the extent applicable) of such Personal Data. With respect to Customer Personal (to the extent applicable), Vendor shall process Customer Personal Data as a Sub-Processor ('Sub-Contractor' as such is defined under the CCPA to the extent applicable) acting on behalf of Contentsquare as the Processor of such Customer Personal Data.

3.2.   Contentsquare hereby instructs Vendor to process Personal Data only for the limited purposes of providing Vendor Services and solely for the benefit of Contentsquare, including the pursuit of 'business purposes' as under the CCPA.

3.3.   Vendor shall only process the Personal Data in accordance with, (i) the terms of this DPA, (ii) the terms of the existing agreement between the Parties, (iii) solely on Contentsquare's documented instructions, unless processing is required by Applicable Data Protection Laws, and (iv) in compliance with all Applicable Data Protection Laws.

3.4.   Vendor shall notify Contentsquare without undue delay if Vendor determines that it can no longer meet Contentsquare's instructions or its obligations under this DPA.

3.5.   Vendor acknowledges and confirms that it does not receive or process any Personal Information as consideration for any services or other items that Vendor provides to Contentsquare under the Agreement. Vendor shall not have, derive, or exercise any rights or benefits regarding Personal Information Processed on Contentsquare's behalf, and may use and disclose Personal Information solely for the purposes for which such Personal Information was provided to it, as stipulated in the Agreement and this DPA. Vendor represents and warrants that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling (as such term is defined in the CCPA) any Personal Information Processed hereunder, without Contentsquare's prior written consent, nor taking any action that would cause any transfer of Personal Information to or from Vendor under the Agreement or this DPA to qualify as "selling" such Personal Information under the CCPA.

4. Sub Processing

4.1.   Vendor shall not subcontract any processing of Personal Data to any third party without a prior written consent of Contentsquare regarding each such subcontracting activity and third party.

4.2.   Vendor shall ensure that the arrangement between the Vendor and the Sub Processor is governed by a written contract binding on the Sub Processor, which requires a Sub Processor to process Personal Data in accordance with this DPA. Contentsquare may object to the engagement of any Sub Processor its sole and absolute discretion. In such case, Vendor shall not engage a Sub Processor for the provision of Vendor Services to Contentsquare, or Contentsquare may terminate or suspend its agreement with Vendor without penalty.

4.3.   Where the Sub Processor fails to fulfil its obligations, Vendor shall remain fully liable to Contentsquare for the performance of that Sub Processor's obligations.

5. Vendor Personnel

5.1.   Vendor shall conduct an appropriate background investigation of all employees or contractors ("**Vendor Personnel**") of Vendor who may have access to Personal Data, prior to allowing them such access. If the background investigation reveals that the Vendor Personnel are not suited to access Personal Data, then Vendor shall not provide the Vendor Personnel with access to the Personal Data.

5.2.   Vendor shall ensure that all Vendor Personnel: (i) has such access only as necessary for the purposes of providing Contentsquare with Vendor Services and complying with Applicable Data Protection Laws; (ii) is contractually bound to confidentiality requirements no less onerous than this DPA; and (iii) is provided with appropriate privacy and security training.

5.3.   Upon request, Vendor shall provide to Contentsquare a list of all individual employees and contractors (including former individual employees and contractors) who have (or have had) access to the Personal Data.

6. Security

6.1.   The Vendor shall assess and implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk presented by the processing of Personal Data including:

      6.1.1.   the pseudonymization and/or encryption of Personal Data, which in the case of any Sensitive Personal Data, shall be encrypted in transit and at rest;

      6.1.2.   the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services;

      6.1.3.   the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

      6.1.4.   a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

6.2.   In assessing the appropriate level of technical and organizational measures, Vendor shall take into account the risks that are presented by the Processing including the risks of a Personal Data Breach, through accidental or unlawful loss, destruction, alteration, unauthorized disclosure of or access to Contentsquare's Personal Data.

6.3.   The Vendor shall keep records of its processing activities performed on behalf of Contentsquare, which shall include at least:

      6.3.1.   the details of the Vendor as Personal Data Processor, any representatives, Sub Processors, data protection officers and Vendor Personnel having access to Personal Data;

      6.3.2.   the categories of Processing activities performed;

      6.3.3.   information regarding cross-border data transfers, if any; and

      6.3.4.   description of the appropriate technical and organizational security measures implemented in respect of the processed Personal Data.

6.4.   Contentsquare reserves the right to, at any time, inspect the records maintained by the Vendor under this Section 5.

7.   Data Subject Rights

7.1.   Vendor shall reasonably assist Contentsquare in responding to requests to exercise Data Subject rights under Applicable Data Protection Laws, including EU Data Protection Laws, including to opt-out of the sale of Personal Information, or the right not to be discriminated against for exercising any CCPA Consumer rights.

7.2.   Vendor shall:

7.2.1.   promptly notify Contentsquare if it receives a request from a Data Subject in respect of Personal Data;

7.2.2.   provide full cooperation and assistance in relation to any complaint or request from a Data Subject regarding the Processing of Personal Data; and

7.2.3.   ensure that it does not respond to that request except per the documented instructions by Contentsquare or as strictly required by Applicable Data Protection Laws to which the Vendor is subject;

7.2.4.   maintain electronic records of complaints or requests from Data Subjects seeking to exercise their rights (under Applicable Data Protection Laws).

8.   Legal Disclosure and Personal Data Breach

8.1.   Vendor shall notify Contentsquare within 24 hours of Vendor becoming aware of:

8.1.1.   any request for disclosure of 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;

8.1.2.   any actual or suspected Personal Data Breach affecting Personal Data. Vendor shall provide Contentsquare with sufficient information to allow Contentsquare to meet any obligations to report or inform Data Subjects or Data Protection authorities of the Personal Data Breach under the Applicable Data Protection Laws. Other than as required by law, Vendor shall not make any public statements or other disclosures about a Personal Data Breach affecting Personal Data without Contentsquare's prior written consent, which may be provided at Contentsquare's discretion on a case by case basis, outside the signing of this DPA.

8.2.   Vendor shall provide Contentsquare with the following details, as possible:

8.2.1.   the nature of the Personal Data breach including the categories of Data Subjects concerned and the categories of Personal Data and data records concerned;

8.2.2.   the measures proposed or taken by Vendor in cooperation with Contentsquare to address the Personal Data Breach;

8.2.3.   the measures Contentsquare could take to mitigate the possible adverse effects of the Personal Data Breach;

8.3.   Vendor shall take any actions necessary to investigate any suspected or actual Personal Data Breach and mitigate any related damages.

8.4.   Vendor shall cooperate with Contentsquare and take such steps as are directed by Contentsquare to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. Deletion or Return of Personal Data

9.1.   Upon expiration or termination of the provision of Vendor Services, Vendor shall promptly delete or return all copies of Personal Data, at Contentsquare's choice, except as required to be retained in accordance with Applicable Law.

9.2.   Upon Contentsquare's prior written request, the Vendor's Data Protection Officer (or equivalent) shall provide written certification to Contentsquare that it has fully complied with this Section 8.2.

10. Data Protection **Impact Assessment and Prior Consultation**

10.1.   Vendor shall provide cooperation and assistance to Contentsquare with any data protection impact assessments, and with prior consultations with a Supervisory Authority of Contentsquare and its Affiliates , which Contentsquare reasonably considers to be required under Applicable Data Protection Laws. The scope of such assistance shall be limited to the Processing of the Personal Data by Vendor.

11. Audit Rights

11.1.   Vendor shall make available to Contentsquare, upon prior written request, all information necessary to demonstrate compliance with this DPA, including industry-standard third-party audit certifications.

11.2.   Vendor shall allow for and contribute to audits, including inspections, by a reputable auditor mandated by Contentsquare. The scope, duration and methods of such audit will be determined by both parties in good faith. In any event, a third-party auditor shall be subject to confidentiality obligations.

12. Cross-Border Data Transfer

12.1.   Vendor may transfer Personal Data only to such countries as shall be identified and agreed under **Annex 1** ("Approved Countries").

12.2.   Personal Data may be transferred from Approved Countries which are part of the EU Member States, EEA member countries (collectively, "EEA"), and the United Kingdom , to Approved Countries that offer adequate levels of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the European Union, any Member States or the European Commission, the United Kingdom, without any further safeguard being necessary.

12.3.   Unless Vendor transfers Personal Data according to Section 12.2, Vendor shall execute and abide by the Controller to Processor Standard Contractual Clauses attached in **Annex 2** (*Standard Contractual Clauses*), which shall apply to the processing of Personal Data in Approved Countries outside the EEA and the United Kingdom that do not provide the aforementioned adequate level of data protection. To the extent that Vendor transfers Personal Data in reliance on the Standard Contractual Clauses, the Standard Contractual Clauses shall be completed and signed simultaneously with the execution of this Data Processing Agreement by Contentsquare and Vendor. Contentsquare provides a power of attorney for Vendor to enter into the aforesaid Standard Contractual Clauses with a Sub-processor approved as listed in Annex 1 in the name and on behalf of Contentsquare.

12.4.   Where, and to the extent that, the Controller to Processor Standard Clauses are applicable pursuant to Section 12.3, if there is any conflict between this Agreement and the Controller to Processor Standard Clauses, the Standard Clauses shall prevail.

12.5.   Personal Data may be transferred from Australia (if agreed as an Approved Country) for processing by Vendor or Sub-Processor on its behalf who has declared to comply with the principles enshrined in the Australian Privacy Act 1988 or under other circumstances, in which the Data Subject has provided explicit consent.

12.6.   Contentsquare may object to the transfer of Personal Data under this Section 11 on certain privacy and security grounds. In such case, Vendor shall not effectuate the transfer of Personal Data, or Contentsquare may terminate or suspend the provision of Vendor Services with immediate effect without penalty.

12.7.   In any event, Vendor shall provide Contentsquare with all relevant information to enable Contentsquare to comply with its obligations in case of cross-border transfers.

13. Indemnification

13.1.   Notwithstanding anything else to the contrary under the Agreement, Vendor shall indemnify, defend, and hold harmless Contentsquare, its Affiliates and their officers, directors, and employees, without limitation or cap, from and against all claims and proceedings and all liability, loss, costs, fines, and expenses (including reasonable legal fees), arising in connection with:

13.1.1.   Vendor's unlawful or unauthorized Processing, destruction of, or damage to, any Personal Data;

13.1.2.   Vendor's (including the Vendor Personnel) failure to comply with its obligations under this DPA, the existing agreement, any applicable law or any further instructions as to such Processing given in writing by Contentsquare in accordance to this DPA.

14. Miscellaneous

14.1.   **Severance:** Should any provision of this DPA be determined invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall either be (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

14.2.   **Notice:** All notices required under this DPA shall be sent to Contentsquare by post to: Content Square SAS, 7 rue de Madrid 75008 Paris France, Attn: Data Protection Officer, and by e-mail to: privacy@Contentsquare.com. Notices to Vendor shall be sent to: _____

14.3.   **Order of Precedence:** In the event of any conflict between the terms of this DPA and other documents binding on Parties, the terms of these documents will be interpreted according to the following order of precedence: (i) Contentsquare's Privacy Policy; (ii) this DPA; (iii) terms of agreement, purchase order, license or subscription, pursuant to which Vendor's Services are provided.

CONTENTSQUARE

IN WITNESS WHEREOF, this DPA is entered into and becomes binding between the Parties with effect from the date first set out above.

Vendor: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Content Square SAS

Signature: _____

Name: _____

Title: _____

Date: _____

CONTENTSQUARE

Annex 1: Details of Processing of Personal Data

This **Annex 1** includes certain details of the processing of Personal Data.

Controller: Content Square SAS

Processor: _____

Description of Vendor Services: _____

Duration of the processing: _____

The nature and purpose of the processing: _____

Types of personal data processed: _____

Categories of data subjects: _____

Approved Countries: _____

List of sub-processors in the following format:

Name of Sub-Processor	Services Performed	Sub-Processor Location	Purpose of Processing	DPA with Sub-Processor? (Yes or No)

Annex 2: Standard Contractual Clauses

(Processors)

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to processor transfers).

Between Controller (hereinafter "data exporter")

And _____ (hereinafter "data importer"),

First   and   Last   Name:
_____

Address and Country of Establishment: _____

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

In CONSIDERATION of the mutual covenants and promises contained herein

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.

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Clause 2
Details of the transfer

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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.

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Clause 3
Third-party beneficiary clause

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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.

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Clause 4
Obligations of the data exporter

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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;

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(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).

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Clause 5
Obligations of the data importer

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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, namely Ireland.

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, namely Ireland.

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.

CONTENTSQUARE

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: _____

(Stamp of Organization)

On behalf of the data importer:

Name (written out in full): _____

Position: _____

Address: _____

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

_____

Signature: _____

(Stamp of Organization)

Appendix 1 to the Standard Contractual Clauses

This **Appendix 1** 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):

Contentsquare, on behalf of itself and its Affiliates, as defined in this Contentsquare Data Processing Agreement.

Data importer

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

[●] _____

Data subjects

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

End-users of the data exporter's services.

Categories of data

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

[●] _____

Special categories of data (if appropriate)

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

N/A

Processing operations

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

To the extent necessary for Data Importer to provide the Services under the Agreement.

CONTENTSQUARE

DATA EXPORTER

Name: Content Square SAS

Authorized Signature: _____

DATA IMPORTER

Name: _____

Authorized Signature: _____

CONTENTSQUARE

Appendix 2 to the Standard Contractual Clauses

This **Appendix 2** 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):

_____
_____
_____
_____
_____
_____
_____
_____

DATA EXPORTER

Name: Content Square SAS

Authorized Signature: _____

DATA IMPORTER

Name: _____

Authorized Signature: _____