

Data Protection Addendum

This Data Protection Addendum (“DPA”) is incorporated by reference into the master services agreement and all related orders for Services between Mediaocean LLC and its Affiliates and [Customer name] (the Customer) named therein. This DPA is entered into as of the later of the dates beneath the parties’ signatures below.

This DPA is supplemental to the agreement and sets out the terms that apply when Personal Data (defined below) is processed by Supplier under the Agreement. The purpose of the DPA is to ensure such processing is conducted in accordance with Data Protection Laws, and with due respect for the rights and freedoms of individual whose Personal Data are processed.

DATA PROCESSING TERMS

In providing the services to the Customer pursuant to the Agreement, Supplier may process Personal Data on behalf of the Customer. Supplier will comply with the provisions in this DPA with respect to its processing of any Personal Data.

1 Definitions

1.1 For the purpose of this DPA:

- a **Affiliates** has the same meaning ascribed to it in the Agreement and, if not defined in the Agreement, the term means any legal entity directly or indirectly controlling, controlled by or under common control with a party, where control means the ownership of a majority share of the stock, equity or voting interests of such entity.
- b **Agreement** means the contractual agreement(s) including services agreements and all related orders between Supplier and Customer.
- c **Controller** means the entity which, alone or jointly with others, determines the purposes and means of processing of Personal Data.
- d **Customer** means the party to both the Agreement and this DPA that has access to the Services.
- e **Customer data** means any data, information or material originated by the Customer that the Customer submits to Supplier, collects through its use of the Services or provides Supplier in the course of using the Services.
- f **Data Protection Laws** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area, their member states and the United Kingdom, applicable to the processing of Personal Data under the Agreement, including (where applicable) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (**GDPR**) and the California Consumer Privacy Act (**CCPA**).
- g **Data Subject** means the individual to whom Personal Data relates.
- h **EEA** means European Economic Area, which constitutes the member states of the European Union and Norway, Iceland and Liechtenstein, as well as, for the purposes of this DPA, the United Kingdom.
- i **Supplier** means the Mediaocean entities that are a party to both the Agreement and this DPA.

j **Personal Data** means any Customer Data relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic cultural or social identity of that natural person.

k **Processor** means an entity which processes Personal Data on behalf of the Customer.

l **Services** means the services provided by Supplier to the Customer under the Agreement.

m **Sub-processor** means an Affiliate or third party processor engaged by Supplier to process Personal Data on Supplier's behalf.

2 Applicability of DPA

2.1 This DPA shall apply only to the extent that Supplier processes Customer Data which includes Personal Data.

3 Data Processing

3.1 Parties' Roles. Customer, as Controller, appoints Supplier as a Processor to process the Personal Data on Customer's behalf.

Supplier hereby acknowledges that it acts as a "Service Provider" of Customer's Personal Data under the CCPA. Supplier hereby certifies that it does not receive Customer's Personal Data as consideration for any services and does not otherwise derive value from the processing or use of Customer's Personal Data other than the value derived as a result of Supplier's direct business relationship with Customer. Supplier certifies that it does not and will not sell Customer's Personal Data, as the term "sell" is defined under the CCPA, and acknowledges that it may not retain, use or disclose Customer's Personal Data except as is necessary to provide services to Customer. Supplier certifies that it understands the rules, requirements and definitions of the CCPA and shall refrain from taking any action that may qualify as selling LinkedIn Personal Data under the CCPA.

3.2 Purpose Limitation. Supplier shall process Personal Data for the purposes set forth in the Agreement and only in accordance with the lawful, documented instructions of Customer, except where otherwise required by applicable law. The parties agree that this DPA and the Agreement constitute Customer's documented instructions to Supplier for the processing of Personal Data ("**Documented Instructions**"). The Subject-Matter, Nature, Purpose and Duration of Data Processing along with Categories of Data Subjects and Types of Personal Data are documented in Appendix 1 to the Standard Contractual Clauses in Annex 2. Any processing required outside the scope of these Documented Instructions will require prior written agreement of the parties.

3.3 Compliance. Customer, as Controller, shall be responsible for ensuring that, in connection with Customer Data and the Services:

- a it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including EU Data Protection Legislation; and
- b it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Supplier for processing in accordance with the terms of the Agreement and this DPA.

Supplier shall notify Customer immediately if, in its opinion, an instruction infringes any Data Protection Laws.

3.4 Joint Controllers. To the extent that Supplier collects personal data directly from Data Subjects who are employees or contractors of the Customer in the course of providing the Services described in the Agreement, as described in Supplier's privacy notices (<http://www.mediaocean.com/privacy-policy>) (for example customer issue tickets or training requests), Supplier is Controller of such information and is responsible for notifying Customer's staff of such personal data collection and processing. Customer may request reasonable access to personal data about its staff collected by Supplier (for example records of training completion). In this case Customer shall be deemed to be acting as Joint Controller with Supplier and shall be responsible for:

- a notifying Customer's staff about the collection, processing and use of said Personal Data, and
- b implementing technical and organisational measures designed to protect the Personal Data which has been transferred to them by the Supplier from accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or use.

4 Security of Personal Data

4.1 Security. Supplier shall implement, at its own cost and expense, appropriate technical and organisational measures designed to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or use (each a "**Security Incident**") and in accordance with Supplier's security standards as set forth in the Agreement. These measures shall be of a standard no less than the standards compliant with good industry practice for the protection of personal data and of at least the minimum standard required by European Data Protection Legislation.

4.2 Supplier Personnel. Supplier shall take reasonable steps to ensure that only authorised personnel have access to Personal Data and that any persons whom it authorises to have access to the Personal Data including employees, agents and contractors:

- (i) receive appropriate training regarding their responsibilities and obligations with respect to the processing, protection and confidentiality of Personal Data.
- (ii) are subject to a duty of confidentiality (whether a contractual or statutory duty) that shall survive termination of their employment and/or contractual relationship.

4.3 Deletion or Return of Customer Data. Upon termination or expiration of the Agreement, Supplier shall, in accordance with the terms of the Agreement, delete or make available to Customer for retrieval all relevant Personal Data in Supplier's possession, save to the extent that Supplier is required by any applicable law to retain some or all of the Personal Data. In such event, Supplier shall extend the protections of the Agreement and this DPA to such Personal Data and limit any further processing of such Personal Data to only those limited purposes that require the retention, for so long as Supplier maintains the Personal Data.

4.4 Security Incidents. Upon becoming aware of a Security Incident, Supplier shall notify Customer without undue delay and pursuant to the terms of the Agreement, but within no more than seventy two (72) hours, and shall provide such timely information as the Customer may reasonably require to enable Customer to fulfil any data breach reporting obligations under Data Protection Laws. Supplier will take steps to immediately identify and remediate the cause of such Security Incident.

5 Sub-processing

5.1 Sub-processors. The Customer authorizes Supplier to engage Sub-processors listed in Annex 1 to process the Personal Data in accordance with the Processing Instructions. Supplier shall keep a written record of all Sub-processors and shall, on request, make a copy of this record available to the Customer. Supplier shall remain fully liable to the Customer for the Sub-processor's performance, as well as for any acts or omissions of the Sub-processor as regards its processing of Agency Personal Data.

5.2 Contracts with Sub-processors. Supplier shall ensure, before any processing of Personal Data takes place, that the Sub-processor is contractually bound to substantially similar obligations with respect to the processing of Personal Data as to which the Supplier is bound by the Agreement and this DPA (including in relation to providing such access and assistance as the Customer requires from time to time). Supplier shall provide copies of documentation to evidence its compliance with this clause to the Customer promptly on request.

5.3 Changes to Sub-processors. Supplier may, by giving no less than thirty (30) calendar days' notice to Customer, add or make changes to the Sub-processors. The Sub-processors currently engaged by Supplier are listed at the Supplier's Vendor Management Policy page <https://support-uk.mediaocean.com/hc/en-gb/articles/360000133347-Mediaocean-vendor-management-policy>. The Vendor Management Policy page shall include a mechanism for Customer to subscribe to notifications of any new Sub-processors or changes to the Sub-processor list. Customer is responsible for ensuring that they subscribe to such notifications. Customer may object to the appointment of an additional or replacement Sub-processor within ten (10) calendar days of such notice on reasonable grounds relating to the protection of Personal Data, in which case Supplier shall have the right to cure the objection through one of the following options:

- a Supplier will cancel its plans to use the Sub-processor with regard to Personal Data or will offer an alternative to provide the Services without such Sub-processor; or
- b Supplier will take corrective steps requested by the Customer in its objection (which remove Customer's objection) and proceed to use the Sub-processor with regard to Personal Data; or
- c Supplier may cease to provide or Customer may agree not to use (temporarily or permanently) the Services which would involve the use of such Sub-processor with regard to Personal Data, subject to a mutual agreement of the parties to reduce the remuneration for the Services considering the reduced scope of the Services.

If none of the above options are reasonably available and the objection has not been resolved to the mutual satisfaction of the parties within 30 calendar days after Supplier's receipt of Customer's objection, either party may terminate the Agreement and Customer will be entitled to a pro-rata refund for prepaid fees for Services not performed as of the date of termination.

5.4 Emergency replacement. Supplier may replace a Sub-processor if the reason for the change is beyond Supplier's reasonable control. In such instance, Supplier will notify Customer of the replacement as soon as reasonably practical, and Customer shall retain the right to object to replacement Sub-processor pursuant to Section 5.2 above.

5.5 Transfers of Personal Data outside the EU. Supplier shall ensure that any transfer of Personal Data outside the UK and the EU is carried out in compliance with European Data Protection Laws. The Standard Contractual Clauses (SCCs) as set out in Annex 2 hereto will apply to Customer Data that is transferred outside the UK or the European Economic Area (EEA), either directly or via

onward transfer, to any country not recognized by the European Commission as an Adequate Country. The SCCs will not apply to Customer Data that is not transferred, either directly or via onward transfer, outside the UK or the EEA. Customer may exercise its right of audit under clause 5.1(f) of the SCCs as set out in, and subject to the requirements of, clause 7.1 of this DPA. Supplier may appoint sub-processors as set out, and subject to the requirements of, clause 5 of this DPA.

Supplier shall ensure that any transfer of Personal Data outside the EU is carried out in compliance with European Data Protection Legislation. In the case of transfers to third countries where the European Commission has not reached a decision of adequacy, Supplier shall ensure that other appropriate safeguards are in place, for example binding corporate rules in accordance with Article 47 of the GDPR or standard data protection clauses adopted by the Commission.

6 Cooperation

6.1 Data Subjects' rights. Supplier shall provide commercially reasonable assistance, including by appropriate technical and organisational measures as reasonably practical, to enable Customer to respond to any inquiry, communication or request from a Data Subject seeking to exercise his or her rights under Data Protection Laws, including rights of access, correction, restriction, objection, erasure or data portability, as applicable. In the event such inquiry, communication or request is made directly to Supplier, Supplier shall promptly inform Customer by providing the full details of the request. For avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, restriction, objection, erasure or data portability of that Data Subject's Personal Data.

6.2 Data Protection Impact Assessments and Prior Consultation. Supplier shall, to the extent required by Data Protection Laws, provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out.

7 Security Reports and Audits

7.1 Security Reports and Audits. Supplier will make available to Customer all information necessary to demonstrate compliance with requirements of the Data Protection Laws and allow for and contribute to audits, including inspections, conducted by the Customer or Customer's designated representative.

Supplier will provide Customer with annual SOC2 Type II report as evidence of its compliance with the Data Protection Laws and this DPA. Any provision of security attestation reports (such as SOC2, Type II or equivalent report) or audits shall take place in accordance with Customer's rights under the Agreement.

8 Miscellaneous

8.1 Except as amended by this DPA, the Agreement will remain in full force and effect.

8.2 If there is a conflict between the Agreement and this DPA, the terms of this DPA will take precedence.

8.3 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

ACCEPTED AND AGREED TO:

For the Customer:

(Insert legal name of Customer)

By:

(Authorised Signature)

Print name:

Title:

Date:

For the Vendor:

Mediaocean LLC

By:

(Authorised Signature)

Print name:

Title:

Date:

ANNEX 1 SUB-PROCESSOR LIST

Name of Sub-processor	Description of Service provided	Location / Transfers outside EU
Amazon Web Services	Data centre (Lumina)	United States
IBM	Data centre (Aura, Prisma, Spectra DS)	United States
Sungard	Data centre (Aura, Prisma, Spectra DS)	United Kingdom
Steadfast	Data centre (Scope)	United States
Digital Realty	Data centre (Scope)	United States
New Relic	Usage analytics (Aura, Lumina, Prisma)	United States
Pendo	Usage analytics (Aura, Lumina, Prisma)	United States
Snowflake	Data warehouse (Prisma Business Intelligence)	United States
Microsourcing	Support services for North America & APAC customers outside North America working hours	Philippines

The list of sub-processors is maintained at <https://support-uk.mediaocean.com/hc/en-gb/articles/360052321734-Vendor-Management-Policy>.

ANNEX 2 STANDARD CONTRACTUAL CLAUSES

2010 EU Model clauses extracted from 2010/87/EU Annex EU Standard Contractual Clauses for the transfer of personal data to data processors established in third countries which do not ensure an adequate level of data protection.

Please note that these clauses may not be varied or deleted.

INTRODUCTION

Both 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.

AGREED TERMS

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 EU Data Protection Laws 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 entity 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 EU Data Protection Laws 95/46/EC;
- (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; and
- (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 4.1(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 EU Data Protection Laws 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.
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 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 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

Co-operation 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 fulfill 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 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 5.1(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.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed 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):

A customer of the data importer.

Data importer

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

A provider of Software as a Service hosted computer services for advertising and campaign lifecycle management.

Data subjects

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

The data subjects are employees of the data exporter, and if applicable of its customers and vendors.

Categories of data

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

- User authentication details
- Business contact information
- Logs of actions taken by users within the system

Special categories of data (if appropriate)

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

No transfer of special categories is anticipated.

Processing operations

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

Data importer will record, organise, store, retrieve and disclose the personal data as instructed by the data exporter.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

<https://support-uk.mediaocean.com/hc/en-gb/articles/360052321374-Information-Security>