

GENERAL DATA PROCESSING ADDENDUM

This General Data Processing Addendum (“**GDPA**“) located at www.creatio.com/legal forms part of the Master Subscription Agreement to which it is attached (the “**Agreement**“) by and between Customer and Company to reflect the parties’ agreement with regard to the Processing of Personal Data, in consideration of the mutual covenants and representations set forth in this GDPA, the parties hereby agree as follows.

Unless defined in this GDPA, all capitalized terms used herein shall have the meaning given to them in the Agreement. In the event of any conflict between the Agreement and this GDPA, the terms of this GDPA shall prevail in relation to the Processing of Personal Data set out in this GDPA.

Customer enters into this GDPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent Company processes Personal Data for which such Authorized Affiliates qualify as the Controller.

For the purposes of this GDPA only, and except where indicated otherwise, the term “Customer” shall include Customer and its Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

DATA PROCESSING TERMS

1. DEFINITIONS

In this GDPA, the following definitions apply:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Authorized Affiliate(s)**” means any of Customer’s Affiliate(s) which (a) is subject to the Data Protection Laws and Regulations and (b) is permitted to use the Subscription Services pursuant to the Agreement, but has not signed its own order form with Company and is not a “Customer” as defined under the Agreement.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Customer Data**” means electronic data and information submitted by Customer in connection with the use of the Subscription Services.

“**Data Protection Laws and Regulations**” means all laws and regulations, including Graham Leach Bliley Act Title V – Privacy, Subtitle A, section 502, subsection c) and 201 CMR 17 Massachusetts Privacy regulation, laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including without limitation Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“General Data Protection Regulation” or “GDPR”) and EU Directive 2002/58/EC on Privacy and Electronic Communications (“e-Privacy Directive”) or, the superseding Regulation on Privacy and Electronic Communications (“e-Privacy Regulation”), once effective.

“**Data Subject**” means the identified or identifiable natural person, as defined under Data Protection Laws and Regulations, 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.

“**Personal Data**” means any information relating to a Data Subject that is Processed by Company on behalf of Customer pursuant to the terms of the Agreement.

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by Company.

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

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller.

“Sub-processor” means any Processor engaged by Company, or a group of its companies, in the provision of the Subscription Services to Customer.

“Supervisory Authority” means an independent public authority, which is established by an EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that, with regard to the Processing of Personal Data, Customer is the Controller and appoints Company as the Processor and that Company or its Affiliates may engage Sub-processors pursuant to the requirements set forth in Section 6 (“Sub-processors”) below.. Company does not have independent control over the Personal Data. Company processes the Personal Data solely on the instructions of the Customer within the context of providing the Subscription Services, in line with the purposes and means provided by the Controller and the retention terms stated in main Agreement, and in compliance with the applicable Data Protection Laws and Regulations..

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the Subscription Services, Process Personal Data in accordance with the requirements of the Agreement and all Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 Company’s Processing of Personal Data. Company shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of, and in accordance with, Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Customer’s end users in their use of the Subscription Services; and (iii) Processing to comply with other documented, commercially reasonable instructions provided by Customer (e.g., via email), where such instructions are consistent with the terms of the Agreement. Company will not process the Personal Data any further than is provided in this clause 2.1. Under no circumstances will Company use the Personal Data for its own purposes or exploit them (or have them exploited) other than as permitted or authorized pursuant to the terms of the Agreement.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Company is the performance of the Subscription Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this GDPA are further specified in Schedule 1 (Details of the Processing) to this GDPA.

2.5 Cross-Border Transfers. If Personal Data is transferred under the Agreement from the European Economic Area or Switzerland by Customer as Controller to Company as Processor, or otherwise by Company as Processor, to a jurisdiction which the European Commission or, where relevant, the Swiss Federal Data Protection and Information Commissioner, has not determined ensures an adequate level of protection of Personal Data, then Company and Customer shall execute the Standard Contractual Clauses via the check box below.

3. NOTICES AND CONSENTS

3.1 General: Customer shall comply with all applicable Data Protection Laws and Regulations, including: (a) providing all required notices and appropriate disclosures to all Data Subjects regarding Customer’s, and Company’s, Processing and transfer of Personal Data; and (b) obtaining all necessary rights and valid consents from Data Subjects to permit Processing by Company for the purposes of fulfilling Company’s obligations, or as otherwise permitted, under the Agreement.

3.2 Children; Sensitive Data: Customer is responsible for compliance with all applicable Data Protection Laws and Regulations regarding its content, including without limitation those that regulate content directed toward children (as defined under applicable Data Protection Laws and Regulations; for example, under 13 years old in the United States or under 16 years old in certain other countries). Customer’s use of Company Subscription Services in connection with the distribution of content and/or Processing of sensitive Personal Data of a Data Subject (such as racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, or an individual’s genetic data, biometric data, health data, or data regarding sex life or sexual orientation) must be in compliance with all applicable Data Protection Laws and Regulations, including obtaining express consent from Data Subjects whose Personal Data is provided to Company for Processing.

4. RIGHTS OF DATA SUBJECTS

Company shall, to the extent legally permitted, promptly notify Customer if Company receives a request from a Data Subject to exercise the Data Subject's valid right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, to the extent that such Data Subject is entitled to such rights under applicable Data Protection Laws and Regulations ("**Data Subject Inquiry**"). Taking into account the nature of the Processing, Company shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Inquiry under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Subscription Services, does not have the ability to address a Data Subject Inquiry, Company shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Inquiry, to the extent Company is legally permitted to do so and the response to such Data Subject Inquiry is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Company's provision of such assistance.

5. COMPANY PERSONNEL

5.1 Confidentiality. Company shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Company shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

5.2 Reliability. Company shall take commercially reasonable steps to ensure the reliability of any Company personnel engaged in the Processing of Personal Data.

5.3 Limitation of Access. Company shall ensure that Company's access to Personal Data is limited to those personnel, including Sub-processors, providing Subscription Services in accordance with the Agreement. Company only grants its employees and Sub-processors access to the Personal Data insofar as this is required for the performance of the Agreement and with due observance of the confidentiality provisions.

6. SUB-PROCESSORS

6.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) Company's Affiliates may be retained as Sub-processors; and (b) Company and Company's Affiliates, respectively, may engage third-party Sub-processors in connection with the provision of the Subscription Services. Company or its Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this GDPR with respect to the protection of Personal Data to the extent applicable to the nature of the services provided by such Sub-processor. A list of approved Sub-processors as of the Effective Date of this GDPR is located at <https://www.creatio.com/legal> (the "Sub-processor List"). Customer may subscribe to receive update alerts when changes are made to the Sub-processor List. Company will inform Customer of any new Sub-processor engaged during the term of the Subscription Agreement by updating the Sub-processor List.

6.2 Objection Right for New Sub-processors. If Customer can reasonably show that the appointment of a new Sub-processor will have a material adverse effect on Company's ability to comply with applicable Data Protection Laws and Regulations, then Customer must promptly notify Company in writing within fifteen (15) business days thereafter of its reasonable basis for objection to the use of a new Sub-processor. Upon receipt of Customer's written objection, Customer and Company will work together without unreasonable delay to recommend an alternative arrangement. If the following conditions apply: a) a mutually acceptable and reasonable alternative arrangement is not found; b) Customer has a termination right under applicable Data Protection Laws and Regulations, and c) Customer has provided prompt written notice under this Section, then Customer may terminate the Subscription Agreement only with respect to those services that cannot be provided by Company without the use of the new Sub-processor. Unless prohibited by applicable Data Protection Laws and Regulations, in the event of such early termination by Customer, Company can retain or require payment for Services through the end of Customer's current contract term for the terminated services.

6.3 Liability. Company shall be liable for the acts and omissions of its Sub-processors to the same extent Company would be liable if performing the Subscription Services of each Sub-processor directly under the terms of this GDPR, except as otherwise set forth in the Agreement.

7. SECURITY

7.1 Controls for the Protection of Customer Data. Company shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data. Company regularly monitors compliance with these measures. Company will not materially decrease the overall security of the Subscription Services during a subscription term.

7.2 Third-Party Certifications and Audits. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Company shall make available to Customer that is not a competitor of Company (or Customer's independent, third-party auditor that is not a competitor of Company) a copy of Company's then most recent third-party audits or certifications, as applicable.

8. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

Company shall maintain security incident management policies and procedures and shall, notify Customer without undue delay after becoming aware of any Personal Data Breach. Company shall make reasonable efforts to identify the cause of such Personal Data Breach and take those steps as Company deems necessary and commercially reasonable in order to remediate the cause of such a Personal Data Breach to the extent the remediation is within Company's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's end users.

9. RETURN AND DELETION OF CUSTOMER DATA

Upon termination or expiration of the Agreement or at any time at Customer's written request, Company shall return to Customer or destroy all Personal Data, except as otherwise permitted by applicable Data Protection Laws and Regulations.

10. LIMITATION OF LIABILITY

Notwithstanding anything contained in this GDPR to the contrary, Customer's remedies and Company's and its Affiliates' obligations, with respect to breach of this GDPR or a Personal Data Breach directly caused by Company and the overall liability of Company arising out of, or in connection with such breach will be subject to the aggregate limitations of liability under Section 9 of the Agreement (the "**Liability Cap**")

FOR THE AVOIDANCE OF DOUBT, THE PARTIES INTEND AND AGREE THAT THE OVERALL AGGREGATE LIABILITY OF COMPANY AND ITS AFFILIATES ARISING OUT OF, OR IN CONNECTION WITH, COMPANY'S BREACH OF THIS GDPR SHALL IN NO EVENT EXCEED THE LIABILITY CAP.

11. EUROPEAN SPECIFIC PROVISIONS

11.1 Data Protection Impact Assessment. Upon Customer's request, Company shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Subscription Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Company. COMPANY shall provide commercially reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 2.5 of this GDPR, to the extent required under the GDPR.

STANDARD CONTRACTUAL CLAUSES: If this box is checked, the contractual clauses set out in Schedule 2 ("Standard Contractual Clauses"), which are pursuant to the European Commission's decision (C(2010)593) of 5 February 2010, are incorporated herein and apply to the Processing of Personal Data of residents of the European Union or Switzerland by Company in the course of providing Services to Customer under the Agreement. The parties hereby agree that if a new version of the Standard Contractual Clauses is officially and formally adopted by the EU Commission pursuant to Article 28(7) of the GDPR, such new version shall automatically, and without further action of the parties, replace the current version of the Standard Contractual Clauses in Schedule 2, unless either party objects to such amendment by written notice to the other party, within ninety (90) days after the official public announcement of such adoption by the EU Commission.

SCHEDULE 1 - DETAILS OF THE PROCESSING

NATURE AND PURPOSE OF PROCESSING

Company will Process Personal Data as necessary to perform the Subscription Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Subscription Services.

DURATION OF PROCESSING

Subject to Section 9 of the GDPR, Company will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

CATEGORIES OF DATA SUBJECTS

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

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Subscription Services

TYPE OF PERSONAL DATA

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

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data

SCHEDULE 2

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

(pursuant to Article 26(2) of Directive 95/46/EC)

Contracting Creatio entity as may be specified in the Order Form or one of its affiliated companies ("**Company**") (also referred to herein as "**data importer**") and **Customer** (also referred to herein as "**data exporter**") have entered into an agreement (the "**Agreement**") pursuant to the terms of which Company and its affiliates may Process or store certain Customer information on behalf of Customer and Customer's customers, together with a General Data Processing Addendum ("**GDPA**") which incorporates the following Standard Contractual Clauses (also referred to herein as 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 Personal Data of residents of the European Union or Switzerland for Processing under the Agreement.

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 1;
- (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. 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.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses

Data exporter: Customer

Data importer: contracting Creatio entity as may be specified in the Order Form and affiliates

Data subjects

The personal data transferred concern the following categories of data subjects: customers of Customer and any other individuals interacting with the Company's software and services, or as otherwise set forth or referenced in the Agreement and GDPR, or in any Orders or Statements of Work issued pursuant to the Agreement, or as otherwise agreed by the parties.

Categories of data

The personal data transferred concern the following categories of data: as set forth or referenced in the Agreement and GDPR, or in any Orders or Statements of Work issued pursuant to the Agreement, or as otherwise agreed by the parties.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data: None, unless otherwise specified in the Agreement and GDPR, or in any Orders or Statements of Work issued pursuant to the Agreement, or as otherwise agreed by the parties.

Processing operations

The personal data transferred will be subject to the following basic processing activities: as set forth or referenced in the Agreement and GDPR, or in any Orders or Statements of Work issued pursuant to the Agreement, or as otherwise agreed by the parties.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

As set forth or referenced in the Agreement and GDPR, or in any Orders or Statements of Work issued pursuant to the Agreement, or as otherwise agreed by the parties.