

Exhibit C
DATA PROTECTION AGREEMENT

1. Introduction

This Data Protection Agreement (the “**DPA**”) reflects the Parties’ agreement with respect to the Processing of Hitachi’s Personal Data by Supplier under the Master Professional Services Agreement including any SOWs thereunder (collectively, the “**MPSA**”). Each Party agrees that it has the ability and full legal authority to perform its obligations under this DPA.

2. Definitions

Unless expressly defined in this DPA, all capitalized terms shall have the same meaning as in the MPSA. In this DPA, the following terms have the following meanings:

Adequate Country: a country or an international organization that the European Commission has determined, by means of an implementing act, ensures an adequate level of protection under Data Protection Laws, including Article 45 of the General Data Protection Regulation.

Data Protection Laws: the data protection laws and regulations from time to time in force in each jurisdiction where Personal Data is Processed by Supplier.

Data Protection Authorities: the relevant statutory authority in each jurisdiction where Personal Data is Processed by Supplier.

Effective Date: the effective date of the MPSA.

Minimum Protection Measures: means the technical and organizational measures specified in Exhibit D to the MPSA (Information Security Requirements).

Personal Data: personal information about an identifiable person, which is Processed by Supplier for or on behalf of Hitachi for the Purpose.

Processing: any operation or set of operations which is performed on 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.

Purpose: fulfillment of the Parties’ obligations in the MPSA.

Sell: selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, personal information to a third party for monetary or other valuable consideration.

Standard Contractual Clauses: template attached hereto as Schedule 1 to the DPA.

Sub-processor: any third party engaged by Supplier or by Supplier’s contractor or agent, which Processes Hitachi Personal Data for or on behalf of Supplier for the Purpose.

Term: commences upon the Effective Date and remains in effect continuously until the latest of: (i) the termination or expiration of the MPSA; (ii) such time as Supplier ceases to be authorized by Hitachi to Process Personal Data; or (iii) such time as Supplier (or its Sub-processor) ceases Processing Personal Data.

3. Supplier’s Obligations

(a) At all times, Supplier shall treat Personal Data as Confidential Information and shall require all of its Personnel and Sub-processors with access to Personal Data to do the same.

(b) At all times, Supplier shall comply with: Data Protection Laws to the full extent applicable to such Personal Data; and the obligations imposed on it in this DPA.

(c) Supplier shall only Process Personal Data for the Purpose and only in accordance with the written instructions of Hitachi, which include the MPSA and this DPA.

(d) As between the Parties, all Personal Data and derivations thereof, whether or not in deidentified, anonymized, or aggregate form, shall at all times be the property of Hitachi.

(e) Supplier shall ensure that all of its Personnel or Sub-processors performing under this DPA are: (i) required to complete annual data protection training and (ii) subject to contractual terms at least as protective of Personal Data as those in this DPA.

(f) Supplier shall ensure that access to Personal Data is limited to the Personnel or Sub-processor(s) of Supplier who require access for the Purpose. Such access shall be limited in scope to the minimum amount of Personal Data necessary for the Purpose.

(g) Supplier shall implement appropriate technical and organizational measures to protect Personal Data, including against a Security Breach. For the longer of: (i) the Term of this DPA; or (ii) any time period for which Supplier Processes, controls or possesses Personal Data; such measures shall be at least as protective as the Minimum Protection Measures.

(h) Supplier shall not, directly or indirectly: divulge; make public; or otherwise disclose Personal Data to any third party, except after obtaining the express written consent of Hitachi. To the extent permitted by applicable law, Hitachi reserves the right, in its sole discretion, to condition such consent upon Supplier's acceptance of additional terms.

(i) Supplier shall not receive or transfer any Personal Data outside of the EEA unless: (i) the receiving territory is an Adequate Country; (ii) Supplier has entered into Standard Contractual Clauses sufficient to enable such transfer; (iii) the receiving party has sufficient binding corporate rules; or (iv) the receiving party is certified to the EU-U.S. Privacy Shield Framework and maintains such certification continuously throughout the Term.

(j) Supplier shall notify Hitachi without undue delay upon Discovery that Supplier or its Sub-processor has failed to comply, or is otherwise unable to comply, with one or more of its obligations under this DPA. In the event of such non-compliance and without limiting any other remedies available to Hitachi under this DPA or applicable law, Hitachi may instruct Supplier to cease Processing Personal Data, and Supplier shall comply with Hitachi's reasonable directions regarding the Personal Data in Supplier's possession or control.

(k) Supplier shall promptly, and in any event within forty-eight (48) hours of Discovery by Supplier, notify Hitachi of any inquiries, investigations, complaints, and claims by third parties (including Data Protection Authorities) that relate to Personal Data. Supplier shall provide reasonable cooperation with Hitachi as necessary for Hitachi to respond to such third parties.

(l) Supplier shall comply with applicable decisions of Data Protection Authorities, arbitrators, or courts relating to the Processing of Personal Data.

(m) To the extent the California Consumer Privacy Act of 2018, codified at Cal. Civ. Code §1798.100 *et seq.* is applicable, Supplier affirms that it shall not: (i) Sell Personal Data; (ii) retain, use, or disclose Personal Data for any purpose, whether commercial or not, other than performing its obligations under the MPSA; or (iii) retain, use, or disclose Personal Data outside of the direct business relationship between Hitachi and Supplier. By executing the MPSA, Supplier certifies that it understands and shall comply with the terms of this Section 3(m).

4. Data Subject Requests

(a) In the event Supplier receives a data subject request related to Personal Data, Supplier shall forward all details related to such request to Hitachi at privacy@hitachivantara.com within forty-eight (48) hours of Supplier's receipt. Supplier shall not respond to data subject requests related to Personal Data.

(b) Unless otherwise agreed in writing by the Parties, Supplier shall, at no additional cost to Hitachi, comply with Hitachi's reasonable requests related to Hitachi's compliance with applicable Data Protection Laws and Hitachi's handling of data subject requests related to Personal Data. This includes, but is not limited to, Supplier's cooperation with Hitachi to address privacy complaints and meet individual data subjects' lawful requests with respect to Personal Data.

5. Sub-Processing

(a) Supplier will not sub-contract any of its obligations under this DPA without the prior written consent of Hitachi. All Sub-processors approved by Hitachi as of the Effective Date, if any, are expressly listed in Section 7.2(c) of the MPSA.

(b) At least 30 days prior to engaging a new sub-processor, Supplier shall submit to Hitachi a "**Sub-processor Request**" describing in detail (i) the intended sub-processor, (ii) the scope of services and obligations to be sub-contracted, (iii) the categories of Personal Data to be Processed by the intended sub-processor, and (iv) the method by which the intended sub-processor would access or receive Personal Data. Supplier shall respond promptly to any request by Hitachi for additional information about the intended sub-processor.

(b) Hitachi may, within 30 days of receiving such Sub-processor Request, notify Supplier of its objection to the new sub-processor. Objection to any new sub-processor is at Hitachi's sole discretion, without need for justification. To the extent Hitachi objects to a new sub-processor, the Parties shall, in good faith, attempt to find a mutually acceptable resolution within 30 days of Hitachi's objection. If Hitachi does not object to the new sub-processor within the 30-day period outlined in this Section, Supplier may deem Hitachi to have no objection to the new sub-processor.

(b) To the extent Supplier engages Sub-processors, it will do so only by way of a written agreement with the Sub-processor on terms which are no less restrictive on the Sub-processor than are imposed on the Supplier under this DPA. At all times, Supplier shall remain fully liable to Hitachi for the performance of the Sub-processor.

(c) Notwithstanding anything else in this DPA, Supplier agrees that it shall not appoint any Sub-processor if Supplier is not satisfied on reasonable grounds that the Sub-processor protects Personal Data with technical and organizational security measures that are at least as protective as the Minimum Protection Measures. Supplier shall take steps to ensure that such technical and organizational security measures are employed by Sub-processor during any Processing of Personal Data.

6. Termination

(a) Supplier shall, at Hitachi's reasonable election, promptly return or destroy Personal Data Processed on behalf of Hitachi at the end of the Term. If Hitachi requests that Supplier destroy Personal Data, Supplier shall, within thirty (30) days of Hitachi's request, certify in writing that it (i) destroyed the Personal Data so as to render the data unreadable and (ii) confirmed that any Sub-processors have done the same.

(b) Unless otherwise agreed in writing by the Parties, such return or destruction shall be completed within ten (10) days after the end of the Term.

7. Miscellaneous

(a) The invalidity or unenforceability of any part of this DPA for any reason whatsoever will not affect the validity or enforceability of the remainder.

(b) Except as permitted by Section 5 of this DPA, Supplier shall not transfer its obligations under this DPA without Hitachi's prior written consent.

(c) This DPA, together with the MPSA, constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces all previous agreements between, or understandings by, the Parties with respect to such subject matter. In the event of any conflict or inconsistency between the terms of this DPA and those of the MPSA, the terms of this DPA will be controlling to the extent of the conflict. This DPA may not be modified except in writing executed by both Parties.

(d) This DPA is entered into for the benefit of the individuals whose Personal Data is Processed by Supplier and any such individual is hereby entitled to enforce this DPA as a third-party beneficiary.

Schedule 1

**Commission Decision C(2010)593
Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Hitachi Vantara LLC

Address: 2535 Augustine Drive, Santa Clara, CA 95054 U.S.A.

Tel.: +1 800-227-1930; fax: N/A; e-mail: privacy@hitachivantara.com

Other information needed to identify the organisation:

N/A
(the data **exporter**)

And

Name of the data importing organisation: _____

Address:

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

Other information needed to identify the organisation:

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

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in 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 data¹;
- (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

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

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

Clause 5

Obligations of the data importer²

The data importer agrees and warrants:

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they

- (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

constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

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 Clauses³. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

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

Signature.....

³ This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

(stamp of organisation)

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 organisation)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

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

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

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

The data exporter is Hitachi Vantara LLC or its affiliate, which may transfer data as a data exporter to the data importer pursuant to the Standard Contractual Clauses.

Data importer

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

The data importer is a legal entity that may process data as a data importer pursuant to the Standard Contractual Clauses.

Data subjects

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

The personal data transferred may concern _____.

Categories of data

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

The personal data transferred may include _____.

Special categories of data (if appropriate)

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

Processing operations

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

The personal data transferred will be subject to basic processing activities in accordance with the Standard Contractual Clauses, including but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name:.....

Authorised Signature

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

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

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

.....
.....
.....