

KITEWORKS ACCELLION SOLUTIONS LICENSE AGREEMENT—GOVERNMENT CONTRACTS

THIS ACCELLION SOLUTIONS LICENSE AGREEMENT (THE “AGREEMENT”) APPLIES TO THE USE OF ANY SOFTWARE PROVIDED DIRECTLY OR INDIRECTLY BY ACCELLION USA LLC. (“ACCELLION”), A DELAWARE CORPORATION WITH A PLACE OF BUSINESS AT 1510 FASHION ISLAND BOULEVARD, SUITE 100, SAN MATEO, CA 94404. THIS AGREEMENT SHALL BE ATTACHED AND/OR MADE PART OF ANY GSA SCHEDULE CONTRACT AND APPLICABLE TO A GSA CUSTOMER PURCHASE ORDER. THE GSA CUSTOMER IS REFERRED TO HEREIN AS “CUSTOMER”.

1. Accellion Software; Ordering.

1.1 Accellion Software. Accellion licenses its software products on a subscription basis. Software is made available as a software-only (or “virtual”) solution, as a hosted solution, or on a physical appliance. Customer’s rights to use Accellion software apply only to the Accellion software licensed under an Order (defined below).

1.2 Order Process. Orders for Accellion software and services may be made online, through written GSA Customer Purchase Orders placed directly with Accellion, or through an Accellion authorized reseller (“**Channel Partner**”). A GSA Customer Purchase Order becomes part of the GSA Schedule Contract to which this Agreement applies upon acceptance by Accellion or a Channel Partner (the accepted order referred to as the “**Order**”). The terms of this Agreement regarding the contractual obligations between the Customer and Accellion are not modified by any prime contract. Prime contract commitments are between the Customer and the prime contractor.

1.3 Delivery. For downloadable versions of the Accellion software, Customer may download the software from a link provided by Accellion. For hosted versions of the Accellion Solution, access shall be provided through a password-protected web interface. Delivery occurs when such link or access is made available to Customer. Acceptance occurs upon delivery.

2. Applicable Terms.

2.1 Trial Versions. If Customer has ordered or downloaded a trial version of Accellion software, then the provisions of Sections 4.2, 5, 8.1, 8.3, , 9.3, 9.4, 9.5 and 12.2 shall not apply during the trial.

2.2 Accounts for Web Orders. Intentionally deleted.

3. Definitions. Unless otherwise specified, capitalized terms used in this Agreement will have the meanings attributed to them in this Section 3.

“**Accellion Solution**” means the object code versions of the Accellion software identified on an Order and includes related Server Software, Client Software, Updates, and Documentation, but does not include Open- Source Software, which is provided pursuant to Section 4.5.

“**Client Software**” means the object code versions of the desktop client software for the licensed Accellion Solution.

“Designated User” means the number of users for whom Customer has purchased rights to use the Accellion Solution, as set forth on the applicable Order. Designated Users may consist of: (i) Customer’s personnel, and (ii) individual representatives of vendors and/or service providers of Customer and its Affiliates. The number of Designated User for whom Customer has purchased rights to use the Accellion Solution during the License Term is set forth in the applicable Order and is calculated on an annual basis, except that Customer may reassign a Designated User to a different individual once within a particular year of the License Term only in the event that an individual Designated User or an individual Designated User’s role is permanently replaced with a different individual and all data associated with the replaced Designated User is deleted from the Accellion Solution.

“Documentation” means Accellion’s standard written materials and specifications for the Accellion Solution licensed by Customer.

“Effective Date” means (i) for Orders submitted to Accellion, the date that Accellion accepts the Order; or (ii) for orders submitted to a Channel Partner, the date Accellion makes the software available to Customer for download or, for software provided on a physical appliance, the date of shipment.

“Hardware” means computer equipment, if any, purchased from Accellion by Customer.

“Hosted Services” means the remote access and use of a hosted version of the Accellion Solution as hosted by Accellion, excluding Web Orders.

“License Term” means the subscription period for use of the Accellion Solution, as identified on the applicable Order. Each renewal is a separate License Term, subject to the execution of a new Order. For trial versions, the License Term period shall be for the period of forty-five (45) days unless otherwise indicated by Accellion in an applicable Order.

“Maintenance Support Services” means the support services provided by Accellion to Customer in accordance with the applicable Maintenance Support Policy as described in Section 5.

“Release” means a version of the Accellion Solution for which Accellion charges a separate fee and which shall require the execution of a new or modified GSA Customer Purchase Order.

“Server Software” means the object code server software versions of the Accellion Solution, as identified on the applicable Order.

“Update” means additions, upgrades, or modifications to the Accellion Solution. Updates do not include Releases.

4. License Terms.

4.1 License Grant. Subject to the terms and conditions of this Agreement, Accellion hereby grants to Customer during the License Term, a non-exclusive, non-transferable and non-sublicensable license to: (a) install and use the Client Software on supported environments for up to the number of Designated Users; and (b) use, access, and for Accellion Solutions not hosted by Accellion, copy the Server Software on supported environments for up to the number of copies identified on the Order for Customer’s internal government purposes.

4.2 Hosting.

(a) By Accellion. If Hosted Services are ordered by Customer, they are provided pursuant to the terms of Exhibit A.

(b) By Customer’s Outsourced Provider. For virtual versions of the Accellion Solution and versions provided with Hardware, if Customer elects to engage its own outsourcing provider (each an **“Outsourced Provider”**), then:

(i) Customer may sublicense to Outsourced Provider the right to install and operate the Accellion Solution in the form as provided by Accellion, solely for the benefit of Customer and subject to the terms and conditions of this Agreement; (ii) Customer shall be liable for any acts or omissions of Outsourced Provider in violation of this Agreement; and (iii) Customer shall identify in writing to Accellion a single point of contact at Outsourced Provider for any maintenance and technical support matters.

4.3 License Restrictions. Customer shall not copy the Accellion Solution except to make a reasonable number of copies for the purposes of security back-up, relocation or disaster recovery; provided, however, that Customer may make and use the number of copies of Client Software that it deems appropriate unless the number of copies of Client Software is restricted as set forth on the applicable Order. The Accellion Solution may not be modified, disclosed, reverse-engineered, disassembled, or decompiled except and to the extent allowed by federal law. Customer shall not transfer, sell, license, sublicense, outsource (except to an Outsourced Provider as provided in 4.2(b) above), rent or lease the Accellion Solution or use it for service bureau or other third-party use. Customer is solely responsible and liable for the use of and access to the Accellion Solution by Designated Users and for all files and data transmitted, shared, or stored using the Accellion Solution. Customer acknowledges and agrees that the licenses granted herein are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Accellion with respect to future functionality or features.

4.4 Ownership. All right, title, and interest, including without limitation all intellectual property rights, in and to the Accellion Solution are the sole and exclusive property of Accellion and its licensors. Customer shall not remove, and shall reproduce on any permitted copies, all proprietary, copyright, trademark and trade secret notices contained in or placed upon the Accellion Solution. Customer will take reasonable precautions (including the precautions used for Customer's own confidential information) to prevent the unauthorized use or disclosure of the Accellion Solution, the Documentation, or the results of any performance or benchmark tests of the Accellion Solution. Customer will not allow the Software or any performance or benchmark test results to be made available to any third party (except for Customer's third-party personnel with a need to know) unless Accellion approves that disclosure.

4.5 Open-Source Software. Customer agrees that any software or materials which may be made available by Accellion, or otherwise obtained or used by Customer, subject to an open source license or other open source terms ("***Open Source Software***") are not part of the Accellion Solution. Open-Source Software terms are made available either with the Accellion Solution or through the administration interface of the applicable Accellion Solution.

5. Maintenance Support Services. Except for Web Orders, the Accellion Solution is provided with Standard maintenance under the terms set forth in Exhibit B. As part of Maintenance Support Services, Accellion will make available to Customer all Updates to the supported Accellion Solution that Accellion makes generally available to its other customers. Subject to Government security requirements, Customer shall provide Accellion access to the Accellion Solution to install such Updates if required by Accellion.

6. Payment; True-Up Users; Automated Reporting.

6.1 Payment. Intentionally deleted.

6.2 Taxes. Intentionally deleted.

6.3 True-Up Users. Intentionally deleted.

6.4 Automated Reporting. Subject to security restrictions requested by Customer and implemented by Accellion, the Server Software periodically transmits technical data to Accellion. That data does not include the content of any emails or attachments, file names or any personally identifiable information. The transmitted information contains aggregate non-personal usage information for each day the Accellion Solution is in use, including but not limited to: (i) the number of and type of messaging senders and recipients, (ii) account usage information, (iii) technical data about messaging transmissions and management; and (iv) the type of Accellion Solution features used and related data. Customer will not in any way attempt to prevent the transmission or delivery of such usage data. Accellion uses such data only for Accellion's own internal business purposes. Accellion only discloses such data (a) in an aggregated form with data from other customers in which neither Customer's identity nor that of Designated Users are revealed, or (b) as required by applicable federal law.

7. Confidentiality.

7.1 Confidential Information. Each Party agrees not to use the Confidential Information of the other Party for any purpose other than strictly for the purpose of performing its obligations or exercising its rights under this Agreement. Additionally, except as authorized below, each Party agrees to maintain in confidence and not disclose any Confidential Information acquired directly or indirectly from the other Party. "***Confidential Information***" shall include, but is not limited to, matters of a technical, financial, commercial, business, or other proprietary nature. The results of any performance, penetration and/or benchmark tests of the Accellion Solution shall be the Confidential Information of Accellion. Confidential Information does not include any information which (a) is or becomes publicly known other than through a breach of this Agreement by the receiving party; or (b) is already known to the receiving party at the time of disclosure as evidenced by the Receiving party's written documentation, provided that it was not previously obtained directly or indirectly by the receiving party from the disclosing party; (c) is lawfully received by the Receiving Party from a third party having no obligation of confidentiality with respect thereto; (d) is proven by the receiving party to have been independently developed by employees of the receiving party who have not had direct or indirect access to, or directly or indirectly received any, Confidential Information under this Agreement; or (e) is authorized in writing by the disclosing party to be released from the confidentiality obligations herein. If the Customer is an instrumentality of the U.S. Government, neither this Agreement nor the GSA Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. The Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

7.2 Customer Protected Data. Customer acknowledges that Accellion does not need or require access to any files or attachments stored or transmitted with the Accellion Solution or any personally identifiable information about any Customer personnel or persons or entities with whom it conducts business (collectively, "Protected Data"). If Customer desires Accellion to receive and access any Protected Data, Customer shall first obtain the written approval of an executive officer of Accellion. If the Customer is subject to the General Data Protection Regulation (EU) 2016/679 ("***GDPR***"), Customer agrees to Accellion's Data Processor Addendum attached as Exhibit C of this Agreement.

- 7.3 **Encryption.** For avoidance of doubt, so long as Accellion implements measures to encrypt Confidential Information and Protected Data both in transit and at rest, Accellion will be deemed to satisfy its obligations to maintain the confidentiality and security of such information pursuant to this Agreement.

8 Limited Warranties and Disclaimer.

8.1 Limited Accellion Solution and Hardware Performance Warranty.

(a) **Warranty.** Accellion warrants to Customer that: (i) the media on which the Accellion Solution is furnished under normal use will be free from defects in materials and workmanship for a period of thirty (30) days after the acceptance date; (ii) the Hardware sold to Customer, if any, will be free from defects in materials and workmanship for a period of one (1) year from the acceptance date; and (iii) the Accellion Solution and Open Source Software will operate in substantial conformance with the Documentation for a period of thirty (30) days after the delivery date.

Remedy. Any warranty claim must be made by written notice to Accellion within the applicable warranty period. Accellion's entire liability and Customer's exclusive remedy under the warranty in subsection (a) above shall be replacement or repair of the defective media, Hardware or Accellion Solution that does not meet Accellion's limited warranty. If Accellion is unable to repair or replace defective components of the Accellion Solution within a reasonable period of time (not to exceed thirty (30) days from Accellion's receipt of Customer's notice), this Agreement shall terminate, in which case: (i) Accellion shall refund all license fees received by Accellion for the Accellion Solution (and Hardware fees, if any) for the twelve (12) months in arrears; and (ii) Customer shall (a) uninstall and destroy the nonconforming Accellion Solution and certify in writing that it has done the same; and (b) return the Hardware, if any, at Accellion's expense. Accellion is not liable under any warranty or otherwise for defects or liability caused by the use of the Accellion Solution or Hardware in any manner or for any purpose other than that for which it was licensed to Customer, or for causes not within Accellion's reasonable control. Warranties are void if failures are caused in whole or in part by accident, abuse, misuse, or modifications not authorized in writing by Accellion.

8.2 **Virus Protection.** Accellion warrants to Customer that, to the best of Accellion's knowledge as of the date of delivery, the Accellion Solution will be free from any viruses, spyware, trojans or disabling or malicious code, with the exception of Server Software that includes disabling mechanisms preventing access after expiration of the License Term.

8.3 **Limited Services Warranty.** Accellion warrants that for a period of thirty (30) days following installation or other professional services, such services will be provided in a professional and workmanlike manner consistent with generally accepted industry standards. As Customer's sole and exclusive remedy, Accellion will, at its sole option and expense, re-perform the services, or if Accellion is unable to perform the services as warranted, refund the fees paid to Accellion for the services in the twelve (12) months in arrears. Accellion's provision of such remedy is contingent upon Customer's notice of any alleged breach prior to the expiration of the warranty period.

8.4 **Disclaimer.** THE EXPRESS LIMITED WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ACCELLION DOES NOT WARRANT THAT THE USE OF THE ACCELLION SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL NONMATERIAL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. ACCELLION MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING OTHER PRODUCTS OR SERVICES PROVIDED BY ITS CHANNEL PARTNERS OR ANY HOSTED SERVICES PROVIDERS, AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY ACT OR OMISSION OF ANY HOSTED SERVICES PROVIDERS. NO CHANNEL PARTNER OR HOSTED SERVICES PROVIDER SHALL HAVE ANY AUTHORITY TO BIND ACCELLION TO ANY TERMS OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

9 Indemnification.

9.1 Customer Indemnity. Intentionally deleted.

9.2 Accellion Indemnity. Accellion will defend any action brought against Customer to the extent that it is based upon a third party claim that the Accellion Solution infringes such third-party's U.S. patent or foreign equivalent existing as of the Effective Date of the applicable Order or any copyright, or misappropriates any trade secret (each a "**Claim**"), and will pay any costs (including reasonable attorney's fees) and damages finally awarded or paid in settlement of the Claim provided that Customer will give Accellion: (i) prompt written notice of such Claim, and (ii) afford Accellion the opportunity to intervene in any litigation, at its own expense, through counsel of its choosing. Accellion shall provide all cooperation and assistance reasonably requested by the Government in the defense of the Claim, at its own expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute: 28 U.S.C. § 516.

9.3 Exclusions. Accellion will have no liability for a Claim to the extent it results from: (a) modification of the Accellion Solution made by a party other than Accellion, if the Claim would not have arisen but for the modification; (b) the combination, operation or use of the Accellion Solution with third party data, software, equipment or devices, if such Claim would not have arisen but for such combination, operation or use; (c) Customer's failure to use updated or modified software provided by Accellion, if use of such updated or modified software or hardware would have resolved the Claim; or (d) compliance by Accellion with designs, plans or specifications furnished by Customer or on Customer's behalf, if the Claim would not have arisen but for such designs, plans or specifications.

Remedies. If the Accellion Solution is held or is likely to be held as infringing, then Accellion may (i) replace the Accellion Solution, without additional charge, with a non-infringing product that is at least functionally equivalent; (ii) modify the Accellion Solution to avoid the infringement; (iii) work with the Government to obtain a license for Customer to continue use of the Accellion Solution; or (iv) if none of the foregoing are commercially reasonable, terminate the license for the infringing Accellion Solution and refund a pro rata portion of all fees received by Accellion for the Accellion Solution as depreciated according to U.S. Department of Treasury regulations. Upon such termination, Customer shall uninstall and destroy the nonconforming Accellion Solution and certify in writing that it has done the same. THIS SECTION 9 SHALL CONSTITUTE ACCELLION'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

10 Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREIN OR A BREACH OF SECTION 7.1 (CONFIDENTIAL INFORMATION); IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE PRODUCTS OR SERVICES SUPPLIED HEREUNDER, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. WITHOUT LIMITING THE FOREGOING IN THIS SECTION, EXCEPT FOR A BREACH OF SECTION 7.1 OF THIS AGREEMENT (CONFIDENTIAL INFORMATION), ACCELLION'S AGGREGATE LIABILITY FOR DAMAGES SHALL IN NO EVENT EXCEED THE TOTAL FEES RECEIVED FROM THE LICENSES GRANTED TO CUSTOMER UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE MONTHS FOR THE APPLICABLE ACCELLION SOLUTION. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PRICES AND TERMS OF THIS AGREEMENT WERE MADE IN RELIANCE UPON THE LIMITATION OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN ACCELLION AND CUSTOMER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11 Term and Termination.

11.1 Term. This Agreement commences on the Effective Date and shall continue for the License Term in the applicable Order, unless terminated earlier as provided in this Agreement or the underlying GSA Schedule Contract and/or the applicable Order. Unless otherwise expressly set forth on the Order the License Term may be renewed for additional periods upon the Customer providing Accellion with written notice of its intention to renew at least thirty (30) days prior to the end of the then-current License Term. The initial License Term together with any renewal License Terms will be considered the “Term” of the Agreement.

11.2 Termination. When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Accellion shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

11.3 Consequences of Termination. Upon termination or expiration of this Agreement, for any reason, all rights granted under this Agreement shall end and Customer will promptly return to Accellion or, at Accellion’s request, destroy, the applicable Accellion Solution and provide Accellion with written certification by an officer of Customer certifying compliance with the foregoing. Following provisions shall survive any expiration or termination of this Agreement: Sections 4.3, 4.4, 4.5, 7, 8, 9, 10, 11.3 and 12.

12 Miscellaneous.

12.1 Notice. Notices under this Agreement shall be in writing and delivered via electronic mail, in person, by overnight courier, or by prepaid certified or registered mail, return receipt requested, to a Party at its address set forth on the Order, as amended by notice pursuant to this Section. Notice by mail shall be deemed received five (5) days after deposit in the U.S. mails, with other notice deemed effective upon receipt.

12.2 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, provided that either Party may transfer or assign this Agreement without such consent, whether by operation of law or otherwise, pursuant to a merger or other corporate reorganization or the sale of all or substantially all of the assets to which this Agreement relates. Any other purported assignment by Customer shall be null and void. If Accellion becomes a prime contractor with Customer, assignment by Accellion will be subject to FAR 52.232-23 “Assignment of Claims” (Jan. 1986) and FAR subpart 42.12 “Novation and Change-of- Name Agreements” (Sep. 2013). This Agreement shall bind the Parties and their permitted successors and assigns.

12.3 Modification, Waiver, and Remedies. No modification, alteration, amendment or addition shall be effective unless made in writing, dated and signed by a duly authorized representative of each Party. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach. Each party’s rights and remedies are in addition to any other rights and remedies provided by law. No choice of any remedy shall constitute an election of remedies.

12.4 Force Majeure. Pursuant to FAR 52.212-4(f), neither Party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, zero-day hacks and delays of common carriers.

12.5 Export. Customer acknowledges that the Accellion Solution is subject to United States laws governing import, export, distribution and use. Customer is responsible for its compliance and the Designated Users’ compliance with United States laws and regulations and shall not export, use or transmit the Accellion Solution (i) in violation of any export control laws of the United States, (ii) to any country requiring as a

condition of import the disclosure of source code, or (iii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

12.6 Government Licensing. If the Accellion Solution is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (i) the Accellion Solution and accompanying materials are commercial items as defined in FAR 2.101. Pursuant to FAR 12.211, Technical Data and FAR 12.212, Computer Software, the Government is obtaining only the usage rights specifically granted in this Agreement.

12.7 Governing Law. This Agreement shall be governed by the laws of the United States, without reference to conflict of laws principles. The parties agree that the Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods will not apply to this Agreement.

12.8 Severability. If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under federal laws or regulations, the remaining provisions of this Agreement shall remain in full force and effect.

12.9 Entire Agreement; Construction. This Agreement constitutes the complete and exclusive agreement between the parties and supersedes any and all prior communications, representations and understandings, whether written or oral. There are no third-party beneficiaries of either party. Section headings are for convenience only and shall not affect interpretation of the relevant section. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. Execution and delivery of this Agreement may be evidenced by PDF (Portable Document Format) and shall hold the same force and effect as an original signature for purposes of binding the Parties.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the Effective Date.

ACCELLION USA LLC

CUSTOMER:_____

By: _____

By: _____

Name: _____

Name: _____

Title:_____

Title: _____

Date: _____

Date: _____

EXHIBIT A

HOSTING SERVICE LEVEL AGREEMENT

(Applies only if Customer has ordered Hosted Services from Accellion)

1. **Hosting Services Requirements.** Customer acknowledges and agrees that it and its Designated Users and other users with access to shared folders and/or workspaces: (i) will not use the Hosted Services to knowingly transmit or store any communications or files that constitute spam, are obscene, abusive, harassing, threatening, racist, malicious, illegal, fraudulent, defamatory, libelous, harmful to minors, that violate or infringe the rights of third parties; and (ii) will comply with acceptable use policies applicable to the Hosted Services as required by hosting providers. Customer represents and warrants to Accellion and its hosting providers that Customer, Designated Users, and other users with access to shared folders and/or workspaces have all necessary rights to any data and information stored on or sent with the Hosted Services (“***Protected Data***”) and that use of Customer Data as contemplated herein does not knowingly violate any third party rights; and (iv) Customer hereby grants Accellion and its hosting providers, subject to Government security requirements, the right to use, copy, cache and transmit Customer Data in conjunction with Customer’s use of the Hosted Services.

2. **Hosting Provider Capabilities.** Accellion utilizes the secure data centers provided by Amazon Web Services, Inc. (“AWS”). AWS continually manages risk and undergoes recurring assessments to ensure compliance with industry standards.

3. **Up-Time Commitment.** If Customer has elected to utilize Hosting Services from Accellion, then Accellion agrees that Hosting Services will be available 99.9% of the time, seven (7) days per week, subject to the exclusions below (the “***Up-Time Commitment***”). The Up-Time Commitment will be measured annually during the License Term, based upon the trailing period of the License Term prior to the date of the reported unavailability. If Accellion does not meet the Up-Time Commitment, Customer will be entitled to service credits as Customer sole and exclusive remedy for the performance of Hosting Services, as outlined below.

Calculation of the Up-Time Commitment shall exclude unavailability of the Hosted Services caused by any of the following:

- Scheduled, announced downtime for maintenance or unscheduled downtime for emergency maintenance;
- Failures in the Internet or failure of other items that are outside Accellion’s reasonable control;
- Hardware, communication lines or application problems (e.g., Internet, ISDN, DSL, etc.) of Customer that prevent/disrupt access;
- Your violation of hosting provider acceptable use policies; or

Any downtime caused the parties agree was caused by the action or inaction of Customer

4. **Service Credits.** If Accellion fails to meet the Up-Time Commitment set forth in this Agreement, Customer shall have the right, as Customer’s sole remedy under this Agreement for such failure, to receive Service Credits as provided in this Agreement.

EXHIBIT B

MAINTENANCE AND SUPPORT

Accellion's Maintenance Support Policy applies solely with respect to the Accellion Software.

Accellion shall provide support solely to technical contacts of Licensee. Licensee's technical contacts shall not exceed five (5) at any one time. Licensee's designated technical contacts shall be knowledgeable about the Accellion Software. Licensee shall be responsible for providing maintenance and technical support to any authorized Licensee end users, and Accellion shall have no responsibility of liability with respect to such end users.

Accellion shall provide technical support by e-mail and by telephone Monday through Friday 6 AM to 9 PM EST. Coverage is available by e-mail: support@kiteworks.com or by calling: 1-888-654-3778 (in the U.S.) and +1 650-485-4350 (outside of the U.S.). Licensee's submission of error reports shall include material information necessary for Accellion's reproduction of the error.

A) Priority Problems

Accellion shall provide support to Licensee in accordance with the following tiered approach:

Severity Level	Definition	Business Procedures
Level 1 Critical	An error on a properly configured environment that is reproducible and resulting in material functionality being unavailable or material loss of data.	Accellion shall assign personnel to review and create work-arounds for critical errors on a priority basis. Resolution: Accellion shall use reasonable efforts to resolve the critical error and/or provide a work around within forty-eight (48) hours from initial report of problem.
Level 2 High	An error on a properly configured environment, that is reproducible and resulting in severely restricted functionality.	Response from time of receipt of Licensee's error report to contact of Licensee with status report shall be twelve (12) hours. Accellion shall assign personnel to review and create work-arounds for high-level errors on a priority basis, subject to personnel deployed in resolving critical errors. Resolution: Accellion shall use reasonable efforts to resolve the critical error and provide a work around within seventy-two (72) hours from initial report of problem.
Level 3	An error on a properly configured environment, that is reproducible and resulting in impact on	Accellion shall assign personnel to review and create work-arounds for high-level errors on a

Medium	non-material functionality or having a minor impact on material functionality.	priority basis, subject to personnel deployed in resolving critical errors. Resolution: Accellion shall use reasonable efforts to resolve the critical error and provide a work around within seventy-two (72) hours from initial report of problem. Resolution: Delivery of resolution will be prioritized for a scheduled release.
Level 4 Low	A non-reproducible error, an error that results in no material degradation of material functionality, or an inquiry type or clarification problem.	Appropriate resources will be assigned during regular business hours to investigate problem and resolution. Resolution: Delivery of resolution may be provided in a scheduled release.

B) Severity Level Determination

The impact and severity level of a reported problem will be discussed with Licensee. Accellion shall determine the priority level of severity of all reported problems.

Accellion may modify problem logs with respect to severity level according to the on-going diagnosis of the support analyst.

C) Access to Appliance, Remote and On-Site Assistance

In order to receive Maintenance and Support, Customer agrees, subject to Government security requirements to provide Accellion with full and timely access to the Accellion Appliance at reasonable times, including Accellion paid shipping the Appliance to Accellion, if requested. On-site assistance will be provided to resolve a problem if Accellion reasonably determines that such on-site assistance is required to resolve a problem after the above stated efforts have failed to resolve the problem remotely. In the event that Licensee consents to such on-site assistance to resolve such problem, Licensee shall reimburse Accellion for all travel and living expenses associated with the provision of such on-site assistance in accordance with applicable Federal travel regulations. In the event that Licensee declines to receive on-site assistance, or denies Accellion any reasonably required remote access to the Accellion Software or Accellion Appliance, Accellion shall be deemed to have fulfilled its support obligations under the Agreement with respect to such Accellion Software or Accellion Appliance. Licensee shall provide Accellion with reasonable information and assistance to assist Accellion in providing support hereunder.

D) Updates

Accellion shall provide Licensee with Updates to the Accellion Software, on a reasonable, periodic basis, as such are provided by Accellion to its Licensee base generally.

E) Training

Accellion will provide training, pursuant to the execution of a new or modified GSA Customer Purchase Order at Licensee request. The goal of the training sessions is to help Licensee understand the Accellion Software to help enable Licensee personnel to troubleshoot and answer the majority of calls that come in to Licensee. Training will be billed at \$200 per hour. In addition, Licensee shall reimburse Accellion for all travel, living and incidental expenses incurred in the course of providing training in accordance with applicable Federal travel regulations.

Accellion Hardware support. Accellion will provide next business day on-site support for hardware errors through a qualified third-party. Accellion shall provide hardware support by e-mail and by telephone Monday through Friday 6 AM to 9 PM EST. Coverage is available by e-mail: support@kiteworks.com or by calling: 1-888-654-3778 (in the U.S.) and +1 650-485-4350 (outside of the U.S.).

EXHIBIT C



DATA PROCESSOR ADDENDUM

This Data Processor Addendum (the “**DPA**”) forms part of that certain Accellion Solutions License Agreement (the “**Agreement**”) dated _____ by and between _____ (the “**Customer**”) and Accellion USA, LLC (each together with its affiliated companies, “**Accellion**”). It is entered into for compliance with the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”).

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

1. Definitions: Scope.

1.1 Definitions. Unless otherwise defined herein, capitalized terms in this DPA shall have the meanings ascribed to them in the Agreement. The terms “**controller**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**” and “**processor**” shall have the same meaning as in the GDPR.

1.2 Scope. The provisions of this DPA prevail over the provisions of the Agreement with respect to personal data hosted by Accellion pursuant to the Agreement. If adjustments to this DPA are necessary to comply with legal requirements, the parties shall make such adjustments promptly. To the extent the laws of any jurisdiction within the EU are contrary to this DPA or require a modification to this DPA, Customer shall have the responsibility of informing Accellion. Customer acknowledges and agrees that, with the exception of support services provided to Customer’s Designated Users, the nature of the Accellion Solution (a) does not enable Accellion to have access to personal data processed via the Accellion Solution and (b) the level of encryption applied to Customer Data via the Accellion Solution renders any personal data unintelligible to any person who is not authorized to access it, including but not limited to Accellion. Therefore, while the obligations set forth in this DPA apply to all personal data processed by Accellion, all obligations set forth herein requiring Accellion’s access to such personal data shall not be applicable unless Accellion comes into possession of personal data that has not been rendered unintelligible by way of encryption or other methods.

1.3 Application of the Standard Contractual Clauses Document. If processing of personal data involves an international transfer, the EU Standard Contractual Clauses and/or the UK Standard Contractual Clauses, as the case may be, apply, and are incorporated by reference as set forth in Appendix

1.4 Notice and Consent Regarding Transfer of Data. Use of the Accellion Solution requires that personal data be processed in: (i) the United States of America by Accellion USA, LLC if hosting is provided by Accellion USA, LLC in the United States of America, or if Customer’s End Users utilize Accellion’s mobile applications, or where Accellion USA, LLC provides customer support; (ii) Europe by Accellion UK Ltd and Accellion GmbH; and (iii) Singapore by Accellion Pte Ltd, where customer support teams are located. Computing systems, resources and infrastructure necessary for those functions and, hence, for Customer’s exercise of its rights under the Agreement, are located in those jurisdictions. Use of the Accellion Solution would not be available without such processing of personal data in the United States of America, Europe, and Singapore as described. Pursuant to Article 49 of the GDPR, Customer hereby

expressly consents to the processing by, and transfer of, personal data to Accellion USA, LLC in the United States of America, Accellion UK Ltd. and Accellion GmbH in Europe, and Accellion Pte Ltd in Singapore for those purposes. Accellion Pte Ltd, Accellion UK Ltd, and Accellion GmbH are subsidiaries of Accellion

USA, LLC and each entity processes such personal data in compliance with the contractual requirements established with Customer.

2. Roles and Responsibilities.

2.1 Roles & Responsibilities.

(a) Customer as Controller. Customer represents that it is the sole controller of the personal data for the purposes of the GDPR and applicable data protection laws and has all necessary rights, and has obtained all necessary consents to use the personal data with the Accellion Solution. Customer has the right to give instructions regarding the nature, scope and process of personal data pursuant to express terms in the GDPR. Accellion will comply and maintain records for all such instructions to the extent necessary for Accellion to: (i) comply with its processor obligations under the GDPR and applicable law; or (ii) assist Customer to comply with Customer's obligations as a controller under the GDPR or applicable law relevant to Customer's use of the Accellion Solution. Customer represents and warrants that it is responsible for the lawfulness of the processing of the personal data using the Accellion Solution and Customer agrees that it will not use the Accellion Solution in conjunction with personal data to the extent that doing so would violate the GDPR or applicable data protection laws. Customer further represents and warrants that personal data used with the Accellion Solution will not subject Accellion to any obligations beyond those set forth in the Agreement, the DPA or any other written agreement between the parties.

(b) Accellion as Processor. Accellion is the processor and processes personal data solely for the purposes mentioned in the Agreement on behalf of Customer's instructions as embodied in the Agreement. Accellion shall not use the personal data for any other purpose. Accellion will monitor its compliance with data protection requirements and its contractual obligations as well as the documented and authorized instructions of Customer provided during the term of the Agreement. To the extent required by the GDPR or applicable law, Accellion will immediately inform Customer if, in its opinion, Customer's instructions violate the GDPR or applicable law, but Customer acknowledges and agrees that Accellion is not responsible for performing legal research and/or for providing legal advice to Customer. Accellion shall create records of all processing activities in its responsibility meeting at least the requirements of Article 30(2) and (3) of the GDPR.

2.2 Limitations. Customer acknowledges and agrees that software and services provided by Accellion give the Customer, not Accellion, control over access, additions, deletions, modifications and monitoring of personal data and that, accordingly: (i) the core activities of Accellion do not involve any monitoring of a data subject; and (ii) Accellion does not have actual knowledge of the types of personal data that Customer may host using the Accellion Solution. Hence, the provisions of Article 11 of the GDPR apply to the processing conducted by Accellion; and (iii) Accellion does not have to appoint a data protection officer as referenced in Article 37 of the GDPR or a representative in the EU pursuant to Article 27(2)(a) of the GDPR.

2.3 Sub-processors. Customer and Data Controllers authorize Accellion to subcontract the processing of personal data to subprocessors. Accellion is responsible for any breaches of the Agreement caused by its subprocessors. Subprocessors will have the same obligations in relation to Accellion as Accellion does as a Data Processor (or subprocessor) with regard to their processing of personal data. Accellion will evaluate the security, privacy and confidentiality practices of a subprocessor prior to selection. Subprocessors may have security certifications that evidence their use of appropriate security measures. If not, Accellion will regularly evaluate each subprocessor's security practices as they relate to data handling.

2.4 New subprocessors. Accellion's use of subprocessors is at its discretion, provided that:

(a) Accellion will notify Customer in advance (by email or such other means which Accellion makes available to its customers) of any changes to the list of subprocessors in place on the Effective Date (except for Emergency Replacements or deletions of subprocessors without replacement).

(b) If Customer has a legitimate reason that relates to the subprocessors' processing of personal data, Customer may object to Accellion's use of a subprocessor, by notifying Accellion in writing within thirty days after receipt of Accellion's notice. If Customer objects to the use of the subprocessor, the parties will come together in good faith to discuss a resolution. Accellion may choose to: (i) not use the subprocessor or (ii) take the corrective steps requested by Customer in its objection and use the subprocessor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the Agreement on thirty days' written notice. If Customer does not object within thirty days of receipt of the notice, Customer is deemed to have accepted the new subprocessor.

(c) If Customer's objection remains unresolved sixty days after it was raised, and Accellion has not received any notice of termination, Customer is deemed to accept the subprocessor.

(d) The list of subprocessors current as of the Effective Date shall be set forth in Appendix 1.

2.5 Emergency Replacement. Accellion may change a subprocessor where the reason for the change is outside of Accellion's reasonable control. In this case, Accellion will inform Customer of the replacement subprocessor as soon as possible. Customer retains its right to object to a replacement subprocessor under Section 2.4.

3. Technical and Organizational Measures. As set forth in Appendix 2, Accellion takes appropriate technical and organizational measures for its own systems to comply with data privacy in order to ensure a level of dataprotection appropriate to the risk resulting from the processing of personal data under the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the severity and likelihood of realization of risks for the rights and freedoms of data subjects. In particular, Accellion offers versions of the Accellion Solution which are certified as FIPS 140 compliant and/or for which Accellion has received FedRAMP authorization.

4. Personal Data; Audit.

4.1 Rights in Personal Data. Accellion recognizes that the right to use personal data is exclusive to Customer as data controller and Accellion does not claim any rights over the personal data. To the extent permitted by law, Accellion will inform Customer of requests made directly to Accellion from data subjects exercising their rights regarding personal data. Since it is the Customer, not Accellion, which retains control over the access, additions, deletions, modifications and monitoring of personal data, Customer shall be responsible to respond to such requests of data subjects. Similarly, if Accellion receives any subpoena or similar order from a court or other governmental authority which relates to the processing of personal data on behalf of the Customer, it will promptly pass on the same to Customer without responding to it, unless otherwise required by applicable law, and Customer shall promptly respond to the same. Upon termination or expiration of the Agreement, to the extent that Accellion maintains any personal data of Customer, it will either delete or return such personal data unless otherwise required by applicable law.

4.3 Reporting of Unauthorized Access. Accellion shall inform the Customer without undue delay, but at least within 48 hours, about any errors or unauthorized access or disclosure in processing of personal data of the Customer or any other breach of the protection of personal data.

4.4 **Audit.** At its sole cost and expense, Customer may audit Accellion's compliance with its obligations under this DPA up to once per year and upon at least 14 days advance written notice to Accellion, with such notice to include a detailed proposed audit plan; provided that to the extent required by the GDPR or applicable law, Customer or the relevant data protection authority may perform more frequent audits. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Accellion will review the proposed audit plan and provide Customer with any concerns or questions and work cooperatively with Customer to agree on a final audit plan. Accellion will contribute to such audits by providing the information and assistance reasonably necessary to conduct the audit, including any relevant records of processing activities applicable to Customer's use of the Accellion Solution where such records are not otherwise available to the Customer through the Accellion Solution. The audit must be conducted during regular business hours, may not unreasonably interfere with Accellion business activities, and be conducted subject to the agreed final audit plan and Accellion's or the applicable sub processor's internal policies. Customer will provide Accellion any audit reports generated as part of any audit under paragraph unless prohibited by the GDPR, applicable law, or the applicable data protection authority. Customer may use the audit reports only for the purposes of meeting Customer's regulatory audit requirements and/or confirming compliance with the requirements of this DPA. The audit reports are Confidential Information of the parties under the terms of the Agreement. Where assistance requested of Accellion in conjunction with such audit requires the use of resources different from or in addition to those required of Accellion under the Agreement, Customer shall pay for such additional resources at Accellion's then-current rates.

5. **Liabilities.** Liability of the parties under this DPA is governed by the Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the Effective Date.

ACCELLION: _____

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix List

Appendix 1 – Details of Data Processing

Appendix 2 – Technical and Organizational Measures

Appendix 3 – Standard Contractual Clauses

Appendix 1

Details of Data Processing

Data Exporter

Name: *The Customer or other Data Controller subscribed to the Accellion Solution that allows authorized users to enter, amend, use, delete or otherwise process personal data, as identified in the Agreement.*

Address: *As stated in the Agreement.*

Contact person's name, position and contact details: *As stated in the Agreement.*

Representative in the EU/UK, as applicable:

Role: (Controller/Processor): *Controller*

Data Importer

Name: *Accellion and its subprocessors, each as identified in the Agreement.*

Address: *As stated in the Agreement.*

Contact person's name, position and contact details: *Mehreen Mir, Contracts Manager, privacy@kiteworks.com*

Data protection officer: *Not Applicable*

Representative in the EU/UK, as applicable: *Not Applicable.*

Role: (Controller/Processor): *Processor*

Purpose(s) of the data transfer and further processing

Provision by Accellion of the Accellion Solution that includes the following support: *Customer/Technical support to end users of the Accellion Solution.*

Description of Transfer

Accellion is the processor and processes personal data solely for the purposes mentioned in the Agreement on behalf of Customer's instructions as embodied in the Agreement. Accellion shall not use the personal data for any other purpose. Accellion will monitor its compliance with data protection requirements and its contractual obligations as well as the documented and authorized instructions of Customer provided during the term of the Agreement.

Categories of Data Subjects whose personal data is transferred

End users of the Accellion Solution.

Categories of personal data transferred

The transferred personal data submitted into the Accellion Solution may concern the following categories of data:

Personal Identifiable Information (PII) (First Last Names, Telephone number, email address)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures. *N/A*

Processing Operations (Activities relevant to the data transferred under the DPA)

The transferred personal data is subject to the following basic processing activities: *The nature of the processing may include, but is not limited to, collection, recording, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.*

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): *Continuous.*

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: *For the duration of the License Agreement*

Competent supervisory authority: *The Netherlands.*

Adequacy decisions and/or appropriate safeguards

The following adequacy decisions and/or appropriate safeguards will apply to this Processing: *Not applicable.*

List of Subcontractors as of the Effective Date

Company	Purpose	Hosting location
Amazon Web Services, Inc.	Cloud service provider	United States

Appendix 2

Technical and Organizational Measures

The following sections define the Accellion's current technical and organizational security measures. Accellion may change these at any time without notice so long as it maintains a comparable or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without diminishing the security level.

Control		Data Importer's response:
Physical access control	Description of measures to prevent unauthorised third parties from accessing data processing systems (DP systems) that allow the processing or use of personal data.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key.
Access control	Description of measures to prevent unauthorised third parties from using data processing systems that allow the processing or use of personal data.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key.
User access control	Description of measures to prevent persons from accessing data that is not considered mandatory in order to fulfil their tasks.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key.
Transmission control	Description of measures to prevent unauthorised third parties from accessing personal data during transmission and/or transport.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key.
Entry control	Description of measures to ensure consistent tracking if personal data has been entered, amended or removed from data processing systems and by whom.	Kiteworks platform performs a full audit trail of data imported into the customer data. Data is tracked throughout its entire lifecycle through deletion.

Order control	Description of measures to ensure that personal data can only be processed in accordance with the instructions issued by the client.	Customer data is managed and owned by customer through Bring Your Own Key (BYOK). Data is protected at AES-256 at rest and only accessible by customer with appropriate decryption key. PII of customer is only used to provide customer support and notifications. Customer may request removal of data at contract termination. PII used for services will be archived within 60 days of contract end.
Availability control	Description of measures to protect personal data against accidental destruction or loss.	All customer data hosted in AWS is backed up every 72 hours, retaining the last 2 backups. Customer may also choose additional High Availability options through multi-node deployments across multiple regions offered by AWS.
Separation rule	Description of measures to ensure separate processing of different data sets.	All hosted customers are assigned unique Virtual Private Cloud (VPC) within AWS. Data separation is logically separated, with physical separation inherited from AWS.

Appendix 3

STANDARD CONTRACTUAL CLAUSES

1. EU Standard Contractual Clauses

EU SCC term	Amendment / Selected option
Module	Module 2 (Controller to Processor)
Clause 7 (Docking clause)	not included
Clause 9 (Use of sub-processors) / Annex III	Option 2 shall apply. The list of sub-processors already authorised by Customers is contained in Appendix 1.
Clause 11 (Redress)	not included
Clause 13 (Supervision) and Annex 1.C	The supervisory authority with responsibility for ensuring compliance by the data exporter is: where the data exporter is established within an EU member state, the supervisory authority of that EU member state OR where the data exporter is subject to EU GDPR pursuant to Article 3(2) EU GDPR and has appointed a representative in [Note to supplier: where applicable, <i>insert country where representative is established</i> , the supervisory authority of that EU member state OR where the data exporter is subject to EU GDPR pursuant to Article 3(2) EU GDPR, but has not appointed a representative in an EU member state, the supervisory authority of the EU member state where the relevant data subjects are located.
Clause 17 (Governing law)	Laws of the Netherlands
Clause 18 (Choice of forum and jurisdiction)	Courts of the Netherlands
Annex I.A (List of parties)	The relevant data exporters and data importers are specified in Appendix 1.
Annex I.B (Description of the transfer)	The categories of data subject, personal data categories, purposes of international transfer and processing, any additional safeguards, and if applicable the duration of processing and any maximum data retention periods are specified in Appendix 1.

Annex II (Technical and organisational measures)	The relevant technical and organisational measures are specified in Appendix 2.
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2. UK Standard Contractual Clauses

2.1 UK Data Transfer Addendum

UK Data Transfer Addendum <i>Incorporating EU Standard Contractual Clause terms</i>	Amendment / Selected Option
Clause 7 (Docking clause)	not included
Clause 9 (Use of sub-processors) / Annex III	Option 2 shall apply. The list of sub-processors already authorised by Customer is contained in Appendix 1.
Clause 11 (Redress)	not included
Clause 13 (Supervision) and Annex 1.C:	The competent supervisory authority is the UK Information Commissioner's Office.
Clause 17 (Governing law):	Laws of England
Clause 18 (Choice of forum and jurisdiction):	Courts of England and Wales
Clause 9	Clause 9 shall be amended to read: "The Clauses shall be governed by the law of the country of the United Kingdom in which the data exporter is established, namely England".
Annex I.A (List of parties)	The relevant data exporters and data importers are specified in Appendix 1.
Annex I.B (Description of the transfer)	The categories of data subject, personal data categories, purposes of international transfer and processing, any additional safeguards, and if applicable the duration of processing and any maximum data retention periods are specified in Appendix 1.
Annex II (Technical and organisational measures)	The relevant technical and organisational measures are specified in Appendix 2.

2.2 UK Controller-Processor Standard Contractual Clauses

UK Controller-Processor SCC (2010/87/EU)_	Amendment / Selected Option
Appendix 1	Appendix 1 identifies: 1.1 the "data exporter(s)"; 1.2 the "data importers(s)"; 1.3 the categories of data subject whose personal data is transferred;

	1.4 the categories of personal data transferred (including special category data); 1.5 the activities of each of the "data importer(s)" and "data exporter(s)" and the purposes for which each uses the personal data being transferred; 1.6 the processing operations to which the Customer personal data transferred will be subject
Appendix 2	Appendix 2 identifies the relevant technical and organisational measures.
Clause 9 (Governing law)	Clause 9 shall be amended to read: "The Clauses shall be governed by the law of the country of the United Kingdom in which the data exporter is established, namely England".