

FREEBUSY, INC

DATA PROCESSING ADDENDUM

This Data Processing Addendum (this "**DPA**") is made as of the last date set forth on the signature page hereto (the "**Effective Date**") by and between FreeBusy, Inc., a corporation organized and existing under the laws of the State of Washington, U.S.A. ("**FreeBusy**"), and the entity or person set forth on the signature page hereto ("**Customer**"), pursuant to the Agreement (as defined below). This DPA will be void *ab initio*, with no force or effect, if the entity or person signing this DPA is not a party to an effective Agreement (as defined below) directly with FreeBusy. FreeBusy and Customer are sometimes referred to herein individually as a "**party**" or together as the "**parties**".

This DPA is supplemental to the Agreement and sets out the terms that apply when Personal Data is processed by FreeBusy under the Agreement.

1. Definitions

1.1 For the purposes of this DPA, the following terms shall have their respective meanings set forth below and other capitalized terms used but not defined in this DPA have the same meanings as set forth in the Agreement:

- (a) "**Agreement**" means the Terms of Service or SaaS Agreement, as applicable, between the parties, in each case providing for the provision by FreeBusy to Customer of the services described therein.
- (b) "**EEA**" means the European Economic Area (including the United Kingdom).
- (c) "**EU Data Protection Legislation**" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**") (as amended, replaced or superseded).
- (d) "**California**" means the State of California, U.S.A.
- (e) "**California Consumer Privacy Act**" means the California Consumer Privacy Act of 2019 and any subsequent amendments ("**CCPA**").
- (f) "**Controller**" means the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- (g) "**Processor**" means an entity which processes Personal Data on behalf of the Controller.
- (h) "**Personal Data**" means any information relating to an identified or identifiable natural person.
- (i) "**Security Incident**" has the meaning given in the GDPR.
- (j) "**Sensitive Data**" means (a) social security number, passport number, driver's license number, or similar identifier (or any portion thereof), (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords; (f) date of birth; (g) criminal history; (h) mother's maiden name; and (i) any other information that falls within the definition of "special categories of data" under EU Data Protection Legislation, California Consumer Privacy Act or any other applicable law relating to privacy and data protection.

2. Relationship with Agreement

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

2.2 If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

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

3. Applicability of this DPA

3.1 Applicability. This DPA will apply only to the extent that FreeBusy processes Personal Data from the EEA or California, on behalf of the Customer.

3.2 GDPR. The parties agree that **Annex A** to this DPA will apply only on and after 25 May 2018. Where the GDPR materially or adversely impacts FreeBusy's continued provision of the Services (including its costs in providing the Services) and / or Customer's receipt of the Services, the Parties shall discuss in good faith and acting reasonably what changes may be necessary and operationally, technically and commercially feasible to the Agreement and/or the DPA and/or the Services (including, without limitation, the fees payable by Customer to FreeBusy for the Services) in order to enable FreeBusy to continue providing the Services. No such changes shall be effective unless agreed between the Parties pursuant to this Clause.

3.4 Service Data. Notwithstanding anything in this DPA, FreeBusy will have the right to collect, extract, compile, synthesize and analyze aggregated, non-personally identifiable data or information (data or information that does not identify Customer or any other entity or natural person as the source thereof) resulting from Customer's use or operation of the Services ("**Service Data**") including, by way of example and without limitation, information relating to volumes, frequencies, recipients, scheduling, rescheduling, and cancellation rates, or any other information regarding the calendar data and other communications Customer, its end users or recipients generate and send using the Services. To the extent any Service Data is collected or generated by FreeBusy, such data will be solely owned by FreeBusy and may be used by FreeBusy for any lawful business purpose without a duty of accounting to Customer or its recipients. For the avoidance of doubt, this DPA will not apply to Service Data.

4. Roles and responsibilities

4.1 Parties' Roles. Customer, as Controller, appoints FreeBusy as a Processor to process the Personal Data described in **Annex A** on Customer's behalf.

4.2 Purpose Limitation. FreeBusy shall process the Personal Data for the purposes described in **Annex A** and only in accordance with the lawful, documented instructions of Customer, except where otherwise required by applicable law. The Agreement and this DPA sets out Customer's complete instructions to FreeBusy in relation to the processing of the Personal Data and any processing required outside of the scope of these instructions will require prior written agreement between the parties.

4.3 Prohibited Data. Customer will not provide (or cause to be provided) any Sensitive Data to FreeBusy for processing under the Agreement, and FreeBusy will have no liability whatsoever for Sensitive Data, whether in connection with a Security Incident or otherwise. For the avoidance of doubt, this DPA will not apply to Sensitive Data.

4.4 Description of Processing. A description of the nature and purposes of the processing, the types of Personal Data, categories of data subjects, and the duration of the processing are set out further in **Annex A**.

4.5 Compliance. Customer shall be responsible for ensuring that:

- (a) it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including EU Data Protection Legislation or California Consumer Privacy Act (as applicable), in its use of the Services and its own processing of Personal Data (except as otherwise required by applicable law); and
- (b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to FreeBusy for processing in accordance with the terms of the Agreement and this DPA.

5. Security

5.1 Security. 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 risk to (including likelihood and severity of such) the rights and freedoms of Data Subjects, FreeBusy shall implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5.2 Security for Processing. In assessing the appropriate level of security, FreeBusy shall take particular account of the risks that are presented by Processing, particularly with regard to a Personal Data Breach.

6. International transfers

6.1 International Transfers. Customer (as "data exporter") and FreeBusy (as "data importer") hereby enter into the Standard Contractual Clauses attached hereto in respect of any Personal Data that FreeBusy processes (or causes to be processed) in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data.

7. Additional security

7.1 Confidentiality of processing. FreeBusy shall ensure that any person that it authorizes to process the Personal Data shall be subject to a duty of confidentiality (whether a contractual or a statutory duty).

7.2 Security Incidents. Upon becoming aware of a Security Incident, FreeBusy shall notify Customer without undue delay and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfil any data breach reporting obligations under EU Data Protection Legislation. FreeBusy shall take appropriate and commercially reasonable steps to mitigate the effects of such a Security Incident on the Personal Data under this Agreement.

8. Sub-processing

8.1 Sub-processors. Customer agrees that FreeBusy may engage FreeBusy affiliates and third party sub-processors (collectively, "**Sub-processors**") to process the Personal Data on FreeBusy's behalf. The Sub-processors currently engaged by FreeBusy and authorized by Customer are listed in the [Privacy Policy](#). Customer shall be notified by FreeBusy in advance of any new Sub-processor being appointed or authorized to process Customer Personal Data.

8.2 Objection to Sub-processors. Customer may object in writing to the appointment of an additional Sub-processor within five (5) calendar days after receipt of FreeBusy's notice in accordance with the mechanism set out at Section 8.1 above. In the event that Customer objects on reasonable grounds relating to the protection of the Personal Data, then the parties shall discuss commercially reasonable alternative solutions in good faith. If no resolution can be reached, FreeBusy will, at its sole discretion, either not appoint Sub-processor, or permit Customer to suspend or terminate the affected FreeBusy service in accordance with the termination provisions of the Agreement, before the new Sub-processor shall be authorized to process Customer Personal Data. For the avoidance of doubt, if Agreement is terminated under this Section 8.2. any unused or prepaid fees will not be refunded.

8.3 Sub-processor obligations. Where a Sub-processor is engaged by FreeBusy as described in this Section 8, FreeBusy shall:

- (a) restrict the Sub-processor's access to Personal Data only to what is necessary to perform the subcontracted services;
- (b) impose on such Sub-processors in writing data protection terms that are substantially the same as provided for by this DPA; and
- (c) remain liable for any breach of the DPA caused by a Sub-processor.

9. Cooperation

9.1 Cooperation and data subjects' rights. FreeBusy shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible, to enable Customer to respond to requests from a data subject seeking to exercise their rights under EU Data Protection Legislation. In the event that such request is made directly to FreeBusy, FreeBusy shall promptly inform Customer of the same.

9.2 Data Protection Impact Assessments. FreeBusy shall, to the extent required by EU Data Protection Legislation and at Customer's expense, taking into account the nature of the processing and the information available to FreeBusy, provide Customer with commercially reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under EU Data Protection Legislation.

10. Audits

10.1 Audits. Whilst it is the parties' intention ordinarily to rely on the provision of the documentation to verify FreeBusy's compliance with this DPA, FreeBusy shall permit the Customer (or its appointed third-party auditors) to carry out an audit of FreeBusy processing of Personal Data under the Agreement following a Security Incident suffered by FreeBusy, or upon the instruction of a data protection authority. Customer must give FreeBusy reasonable prior notice of such intention to audit, conduct its audit during normal business hours, and take all reasonable measures to prevent unnecessary disruption to FreeBusy's operations. Any such audit shall be subject to FreeBusy's security and confidentiality terms. If FreeBusy declines to follow any instruction requested by Customer regarding audits, Customer is entitled to terminate this DPA and the Agreement.

10.2 Information Requests. FreeBusy shall further provide written responses (on a confidential basis) to all reasonable requests for information made by Customer, including responses to information security and audit questionnaires that are necessary to confirm FreeBusy's compliance with this DPA or applicable law.

11. Deletion / return of data

11.1 Deletion or return of data: Upon termination or expiry of the Agreement, or at Customer's reasonable request, FreeBusy shall at Customer's election, delete or return to Customer the Personal Data (including copies) in FreeBusy's possession (and procure the deletion/return of such data), save to the extent that FreeBusy is required by any applicable law to retain some or all of the Personal Data.

[Signatures on Following Page]

SIGNED by the parties or their duly authorized representatives:

Customer Execution:

Name:

Position:

Address:

Signature.....

FreeBusy Execution:

Name: Stefan Negritoiu

Position: CEO

Address: 340 S Lemon Ave Suite 2890, Walnut CA 91789

Signature.....

ANNEX A

DESCRIPTION OF PROCESSING

Nature and purposes of processing

FreeBusy is a USA-headquartered, cloud-based provider of solutions for automated meeting scheduling, management and analytics services. These services consist primarily of sharing calendar availability and scheduling calendar and/or web conferencing events on behalf of the Customer and of collecting meeting proposals from its meeting participants containing such content as are determined by the Customer and its meeting participants in their sole discretion. FreeBusy also provides the Customer with analytic reports concerning the meetings scheduled on the Customer's behalf.

Associated with the activity of automated meeting scheduling, FreeBusy will also send communications (notifications) to Customer and its meeting participants primarily, but not limited to, e-mail communications. FreeBusy employs third-party vendors (Sub-processors, for the purpose of this DPA) to send such notifications.

Otherwise, the data processing will involve any such processing that is necessary for the purposes set out in the Agreement, the DPA, or as otherwise agreed between the parties.

Categories of data subjects

The personal data transferred concerns any data subject who proposes, organizes, or participates in a meeting (calendar and/or web conferencing event) which the Customer instructs FreeBusy to collect, schedule (create, update, delete), or otherwise assist with.

Data subjects may also include individuals who are mentioned within the notes of meetings collected or scheduled, on behalf of, or by the Customer and its meeting participants using FreeBusy's services.

Categories of data

The personal data transferred concern the following categories of data for the data subjects:

- Organizer, participant, and proposer identification information (first and last name), contact information (address, telephone number (fixed and mobile), e-mail address, instant messaging handle), employment information (job title); and
- Any other personal data that the Customer and/or its meeting participants choose to include within the notes of the meeting proposed or scheduled using FreeBusy's services.

The personal data transferred to FreeBusy for processing is determined and controlled by the Customer and/or its meeting participants in their sole discretion. As such, FreeBusy has no control over the volume and sensitivity of personal data processed through its service by the Customer and/or its meeting participants.

Special categories of data (if appropriate)

None.

Under the Agreement, the Customer agrees not to provide special categories of data to FreeBusy at any time.

Duration of processing

The personal data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

ANNEX B

STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC, or a successor law or regulation including the GDPR, for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection the entity or person set forth on the signature page hereto (the “**data exporter**”) and BizLogr, Inc. dba FreeBusy (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 to the Standard Contractual Clauses.

Clause 1

Definitions. For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; *[If these Clauses are governed by a law which extends the protection of data protection laws to corporate persons, the words “except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of “personal data” is expanded to include those data” are added.]*
- (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; *[If these Clauses are not governed by the law of a Member State, the words “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” are deleted.]*
- (d) *'the Sub-processor'* means any processor engaged by the data importer or by any other Sub-processor of the data importer who agrees to receive from the data importer or from any other Sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organizational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized 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 Sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the Sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter. The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organizational 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, unauthorized 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; [If these Clauses are not governed by the law of a Member State, the words "within the meaning of Directive 95/46/EC" are deleted.]
- (g) to forward any notification received from the data importer or any Sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for Sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of Sub-processing, the processing activity is carried out in accordance with Clause 11 by a Sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer. The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organizational 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 unauthorized access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for Sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of Sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the Sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any Sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or Sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his Sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a Sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the Sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the Sub-processor agrees that the data subject may issue a claim against the data Sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the Sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

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 Sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any Sub-processor preventing the conduct of an audit of the data importer, or any Sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law. The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract. The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the Sub-processor which imposes the same obligations on the Sub-processor as are imposed on the data importer under the Clauses. Where the Sub-processor fails to 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 Sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the Sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data

importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the Sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for Sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established
4. The data exporter shall keep a list of Sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

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

On behalf of the data exporter:

Name:

Position:

Address:

Signature.....

On behalf of the data importer:

Name: Stefan Negritoiu

Position: CEO

Address: 340 S Lemon Ave Suite 2890, Walnut CA 91789

Signature.....

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:

.....

Data importer

The data importer is:

FreeBusy, Inc.

Data subjects

The personal data transferred concern the following categories of data subjects:

*The categories of data subjects are set out in **Annex A** to the DPA.*

Categories of data

The personal data transferred concern the following categories of data:

*The categories of data are set out in **Annex A** to the DPA.*

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

*If applicable, special categories of data are set out in **Annex A** to the DPA.*

Processing operations

The personal data transferred will be subject to the following basic processing activities:

*The processing activities are set out in **Annex A** to the DPA.*

DATA EXPORTER

[Populated with details of, and deemed to be signed on behalf of, the data exporter:]

Name:

Authorized Signature

DATA IMPORTER

[Populated with details of, and deemed to be signed on behalf of, the data importer:]

Name: Stefan Negritoiu

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

The applicable security controls are referenced and/or set forth in the DPA and the Agreement.