

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "DPA") is an integral part of the GetBlend Terms of Service (available on the Site) unless the Customer has entered into a superseding written master service agreement with GetBlend, in which case, it forms a part of such written agreement (in either case referred to as the "GetBlend Agreement").

This DPA is incorporated by reference into the relevant GetBlend Agreement previously executed by the Customer. In the event of any conflict or inconsistency between any of the terms of the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) the SCCs (standard contractual clauses); (b) this DPA; (c) the GetBlend Agreement; and (d) the Customer Order to the GetBlend Agreement. Except as expressly amended in this DPA, the GetBlend Agreement and applicable ordering document remain unchanged and in full force and effect.

This DPA consists of two parts: the main body of the DPA and Schedule 1.

This DPA has been pre-signed on behalf of GetBlend.

To complete this DPA, the Customer must:

- 1) Complete the information in the signature box and sign on Page 7;
- 2) Send the completed and signed DPA to GetBlend by email, indicating, if applicable, your Customer Account Number (as set out on the applicable Customer Order or invoice) to privacy@getblend.com

Once we receive a validly completed and counter-signed DPA at email address indicated above, this DPA will become legally binding on both parties. We will send you an email confirming receipt of the counter-signed DPA with an indication of the DPA's effective date.

1. Definitions and Interpretation

When used in this DPA, these terms have the following meanings. Any capitalized terms not defined in this DPA have the same meanings as given in the applicable GetBlend Agreement.

"**Controller**" or "**Data Controller**" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Customer**" means the entity that executed the Agreement and shall be deemed the "Data Controller" for the purposes of the DPA.

"**Customer Personal Data**" means Personal Data that GetBlend Processes as a Data Processor for the Customer for the purpose of providing Services. Customer Personal Data includes all Personal Data that Customer Transfers to GetBlend in connection with its use of the Services or for which the Customer is otherwise a Data Controller.

"**Data Protection Laws**" means all laws and regulations, including the laws and regulations of the State of Israel, the United States of America and its constituent states, the European Union (the "EU"), the European Economic Area (the "EEA") and their member states, Switzerland and the United Kingdom, applicable to the Processing of Customer Personal Data under the GetBlend Agreement.

"**Data Processor**" or "**Processor**" means the entity which Processes Personal Data on behalf of the Controller.

"**Data Subject**" means the identified or identifiable person to whom Customer Personal Data relates.

"**Data Subject Request**" means a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to automated individual decision making, each such request being a "Data Subject Request".

"**EU Personal Data**" means Customer Personal Data that (i) originates from or is located in the EEA, or (ii) is Personal Data of EEA data subjects or any combination of the foregoing.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

"**Instruction**" and *its cognates* mean the written, documented instruction issued by the Customer to GetBlend, delivered by email or courier, and directing the performance of a specific action with regard to the Customer Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

"**Personal Data**" means information about an identified or identifiable natural person that (a) can be used to identify, contact or locate a specific individual; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as "personal data" or "personal information" by applicable Data Protection Laws relating to the collection, use, storage or disclosure of information about an identifiable individual.

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

"**Personal Data Breach**" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Protected Data.

"**SCCs**" means jointly and each individually (i) "Controller-to-Controller SCCs" means the Standard Contractual Clauses (Controller to Controller Transfers - Set II) in the Annex to the European Commission Decision of December 27, 2004, and (ii) "Controller-to-Processor SCCs" means the Standard Contractual Clauses (Processors) in the Annex to the European Commission Decision of February 5, 2010, as may be amended or replaced from time to time by the European Commission, and available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en.

"**Sub-processor**" means an entity engaged by the Data Processor or any further Sub-processor to Process Personal Data on behalf and under the authority of the Customer, i.e., the Data Controller.

"**Supervisory Authority**" means an independent public authority, which is (i) established by an EU Member State pursuant to Article 51 of the GDPR or (ii) the public authority governing data protection, which has supervisory authority and jurisdiction over the Customer.

2. Processing of Personal Data

2.1. This DPA is made in light of the requirements set out in the applicable Data Protection Laws and is based on the requirements set out in article 28 of the GDPR. This DPA governs the Processing of Personal Data that the Customer Transfers to GetBlend in connection with the Services. For the avoidance of doubt, the duration of the Processing, the categories of Personal Data processed and the categories of Data Subjects subject to this DPA are described in Schedule 1 of this DPA. This DPA does not apply to any content Transferred through any third-party applications or software used in connection with the Services.

2.2. The parties agree and acknowledge that regarding the Processing of Personal Data, the Customer is the Controller, and GetBlend is the Processor and that GetBlend and its direct Affiliates will engage Sub-processors under the requirements set forth in Section 7, "Sub-processors" below.

3. Compliance with Laws and Instructions

3.1. The parties shall each comply with their respective obligations under all applicable Data Protection Laws.

3.2. In Processing the Customer Personal Data on behalf of the Customer, GetBlend shall follow Customer's Instructions regarding such Customer Personal Data Processing.

3.3. The Customer shall ensure that Data Subjects are provided with appropriate information regarding the Processing of their Personal Data and, where required by Data Protection Laws, the Customer shall obtain their consent to such Processing.

3.4. GetBlend shall use commercially reasonable efforts to promptly inform the Customer if GetBlend does not have an Instruction for how to process Personal Data in a particular situation or if an instruction provided under this DPA infringes applicable Data Protection Laws or is in any way misleading or unclear.

4. Rights of Data Subjects

4.1. GetBlend will, to the extent permitted by the applicable Data Protection Laws, inform the Customer of any Data Subject Requests, and will not respond to such requests, unless Instructed by the Customer to do so.

4.2. GetBlend will provide reasonable efforts to assist the Customer by using appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's obligation to respond to a Data Subject Request under the applicable Data Protection Laws. The Customer will be responsible for any costs arising from GetBlend's provision of such assistance.

5. Customer's Obligations

5.1. The Customer agrees to (i) determine the purposes and general means of GetBlend's Processing of Customer Personal Data in accordance with the GetBlend Agreement; and (ii) comply with its protection, security and other obligations with respect to Customer Personal Data prescribed by Data Protection Laws for Data Controllers.

5.2. The Customer agrees to, at GetBlend 's request, designate to GetBlend a single point of contact responsible for (i) receiving and responding to Data Subject requests GetBlend receives from the Customer Data Subjects relating to Customer Personal Data; and (ii) notifying GetBlend of the Customer's intended response to a Data Subject Request processed by GetBlend on behalf of the Customer and authorizing GetBlend to fulfill such responses on behalf of the Customer.

6. GetBlend Personnel

6.1. GetBlend will take commercially reasonable steps to ensure that all of its personnel accesses and uses Customer Personal Data only to the extent required to perform its obligations in connection with the Services.

6.2. GetBlend will take commercially reasonable steps to ensure that all GetBlend personnel engaged in the Processing of Customer Personal Data are protecting the security, privacy and confidentiality of Customer Personal Data consistent with the requirements of this DPA and is liable for any failure by such GetBlend personnel to meet the terms of this DPA.

7. Sub-Processors

7.1. The Customer specifically authorizes the engagement of GetBlend's Affiliates to process Customer's Personal Data, and the Customer generally authorizes the engagement of any other third parties as Sub-processors to Process Customer's Personal Data as necessary to perform the Services.

7.2. GetBlend will make available an up-to-date list of Sub-processors for the Services, including their location and purposes for sub-processing of the Personal Data. A current list of the GetBlend Sub-processors can be found at <https://www.getblend.com/privacy-policy/>. GetBlend will promptly update the list to reflect any addition, replacement, or other changes to GetBlend's Sub-processors.

7.3. The Customer may reasonably object to GetBlend's use of a new Sub-processor on legitimate grounds, subject to the termination and liability clauses of the GetBlend Agreement. Such objection has to be sent to the email address indicated above. The Customer acknowledges that these Sub-processors are essential to providing the Services and that objecting to the use of a Sub-processor may prevent GetBlend from offering the Services to the Customer.

7.4. In accordance with EU Data Protection Laws (Article 28(4) of the GDPR), GetBlend will impose legally binding contract terms on each Sub-processor, which are as restrictive as those contained in this DPA.

7.5. GetBlend is responsible for and will ensure that each Sub-processor only accesses and uses Customer's Personal Data to the extent required to perform the obligations subcontracted to it in connection with the Services.

7.6. GetBlend shall be liable for acts and omissions of its Sub-processors to the same extent that GetBlend would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the GetBlend Agreement.

8. Third-Party Data Processors

8.1. The Customer acknowledges that in the provision of some services, GetBlend, on receipt of instructions from the Customer, may transfer Customer Personal Data to and otherwise interact with third-party data processors. The Customer agrees that if and to the extent that such transfers occur, the Customer is responsible for entering into separate contractual arrangements with such third-party data processors, binding them to comply with obligations in accordance with Data Protection Laws. For the avoidance of doubt, such third-party data processors are not Sub-processors.

9. Security

9.1. GetBlend shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against any Customer Personal Data Breach), confidentiality and integrity of Customer Personal Data, as required under the applicable Data Protection Laws. GetBlend will regularly monitor compliance with these measures. GetBlend will not materially decrease the overall security of the Services during the term of the Agreement.

9.2. GetBlend will obtain the third-party certifications and audits as required under the applicable Data Protection Laws. Upon the Customer's written request no more than once a year, and subject to the confidentiality obligations set forth in the GetBlend Agreement, GetBlend will make available to the Customer, who is not a competitor of GetBlend, (or the Customer's independent, third-party auditor, who is not a competitor of GetBlend) a copy of GetBlend's the most recent third-party audits or certifications, as applicable, that might be redacted to protect GetBlend's legitimate interest, such as security and confidentiality (the "**Report**").

9.3. If a Supervisory Authority requires an audit of the data processing facilities from which GetBlend Processes Customer Personal Data to ascertain or monitor the Customer's compliance with Data Protection Laws, GetBlend will cooperate with such an audit.

10. Confidentiality

10.1. GetBlend will ensure that all persons authorized to Process the Customer Personal Data in connection with the Services, including GetBlend's Affiliates, personnel, and Sub-processors, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The undertaking of confidentiality shall continue after the termination of the above-entitled activities (the respective employment, contract, and/or assignment).

11. Return and Deletion of Customer Data

11.1. GetBlend will, and will cause any its Affiliates and/or Sub-processors to, at the choice of the Customer, delete or return all Personal Data to the Customer at the end of the provision of the Services and delete existing copies unless further storage of the Personal Data is required or authorized by the applicable Data Protection Laws.

11.2. If GetBlend is unable to delete Customer Personal Data for technical or any other reasons, GetBlend will apply measures to ensure that Personal Data is restricted from any further Processing. Any additional cost arising in connection with the return or deletion of Customer Personal Data after the termination or expiration of the GetBlend Agreement shall be borne by the Customer.

11.3. For clarity, GetBlend may continue to Process any Personal Data that has been aggregated in a manner that does not identify individuals or its customers to improve GetBlend's systems and Services or if Processing of the Customer Personal Data is needed to protect the legitimate interests of GetBlend and/or for any legal matters thereto. Please check our Privacy Policy.

12. Data Breaches

12.1. GetBlend will implement and maintain data security incident management policies and procedures, compliant with applicable Data Protection Laws, which address the management of Personal Data Breaches.

12.2. Except to the extent necessary to comply with applicable legal, regulatory or law enforcement requirements, GetBlend will notify the Customer without any undue delay (but, in any event within 24 hours) after it discovers of any Personal Data Breach affecting any Customer's Personal Data, and provide the Customer, where possible, with details of the Personal Data Breach.

12.3. A Notice of a Personal Data Breach shall include (i) the nature of the Personal Data Breach (including, where possible, the categories and approximate number of data subjects and data records concerned); (ii) the likely consequences of the Personal Data Breach; and (iii) the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

12.4. At the Customer's request, GetBlend will promptly provide the Customer with all reasonable assistance necessary to enable the Customer to report relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if the Customer is required to do so under the Data Protection Laws

12.5. GetBlend will further make reasonable efforts to identify the cause of a Customer Data Breach and take the steps GetBlend deems necessary and reasonable in order to remediate the cause of such a Customer Data Breach to the extent that the remediation is within GetBlend's reasonable control. The obligations herein shall not apply to incidents that are caused by the Customer or the Customer's Authorized Users.

13. EU Data Transfers

13.1. The parties agree that GetBlend may transfer Personal Data processed under this DPA outside the EEA or Switzerland as necessary to provide the Services.

(i) If GetBlend transfers Customer Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, GetBlend will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with applicable Data Protection Laws as follows use the form as applicable (a) Controller-to-Processor SCCs, or (b) Controller-to-Controller SCCs; for the avoidance of doubt, the latest version of both documents shall be incorporated hereto by reference and legally binding upon the Customer and GetBlend.

Data Subjects for whom the Customer processes EU Personal Data shall be deemed third-party beneficiaries under the applicable SCCs.

13.2. If GetBlend is unable or becomes unable to comply with these requirements, then EU Personal Data will be processed and used exclusively within the territory of a member state of the European Union and any movement of the EU Personal Data to a non-EU country requires the prior written consent of the Customer. GetBlend shall promptly notify the Customer of any inability of GetBlend to comply with the provisions of this Section, 13.

14. GetBlend's Role as Data Controller

14.1. The Parties acknowledge and agree to the extent to which GetBlend processes Personal Data in connection with the Services to:

- (a) facilitate contractual and pre-contractual business relationships;
- (b) comply with our regulatory and other legal obligations;
- (c) personalize the Platform for you by understanding your needs;
- (d) create new features, tools and products;
- (e) conduct aggregate analysis, market research and planning;
- (f) protect GetBlend, our customers and the public;
- (g) provide customer support;
- (h) provide Services-related communications;
- (i) publish marketing and events-related communications;

(j) create interest-based advertising.

GetBlend is acting as a Data Controller with respect to the Processing of Personal Data it receives from or through the Customer in relation to the above legitimate interests of GetBlend. More details about the categories of Personal Data, nature, and purposes of the Processing when GetBlend is acting as a Data Controller can be found at <https://www.getblend.com/privacy-policy/>.

14.2. The parties acknowledge and agree that each is acting independently as Data Controller with respect to Personal Information, and the parties are not joint controllers. Each party will, to the extent that it, along with the other party, acts as a Data Controller with respect to Personal Data, reasonably cooperate with the other party to enable data protection rights to be exercised as set forth in the applicable Data Protection Laws.

15. Termination

15.1. This DPA will have the same duration as, and will be subject to, the termination terms of the GetBlend Agreement. The obligations of GetBlend to implement appropriate security measures with respect to Personal Data will survive beyond the termination of this DPA. They will apply for as long as GetBlend retains Customer Personal Data.

16. Limitation of Liability

16.1. Each party's (including their respective affiliates') liability, in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the GetBlend Agreement, and any reference in this section to the liability of a party signifies the aggregate liability of that party and all of its affiliates under the GetBlend Agreement and all DPAs collectively.

17. Governing Law

17.1. The governing law and dispute resolution clause of your GetBlend Agreement shall also apply to this DPA.

In WITNESS WHEREOF, the parties' authorized signatories have duly executed this DPA:

On behalf of [_____]
(the "Customer", the "Controller")

On behalf of GetBlend: (the
"Processor"):

By: (name written out in full)
Position:

By: Oren Yagev
Position: CTO

Signature: _____
Effective Date:

Signature: _____
Effective Date: Dec 1st, 2020

Schedule 1

Description of Processing where GetBlend acts as a Data Processor

Subject Matter: GetBlend 's provision of the Services to the Customer.

Duration of Processing: The duration of the term of the applicable GetBlend Agreement, plus the period from the expiration of the GetBlend Agreement while Personal Data is retained. The Personal Data will be saved as long as the contractual relationship exists between GetBlend and the Customer; and after that, for a maximum of 10 years concerning rules of limitation. In some cases, the data may be saved longer due to laws applicable to GetBlend.

Data Subjects: Customers and their Authorized Users, including officers, employees and third parties that have, or may have, a commercial relationship with the Customer (e.g., translators, editors or marketing managers).

Purpose of Processing: We use the information we collect or receive: (i)To facilitate and operate the Sites, provide with you our services and products and fulfill and manage your orders (ii)To send administrative information to you (iii)To send you marketing and promotional communications (iv)To post testimonials (v)Deliver targeted advertising to you (vi)Request Feedback (vii)To protect our Sites (viii)To enable user-to-user communications (ix)To enforce our terms, conditions and policies (x)To respond to legal requests and prevent harm (xi)For other Business Purposes.

Data Processing Activities: The Personal Data transferred through the Platform will be processed in accordance with the applicable, GetBlend Agreement, our Privacy Policy and may be subject to the following Processing operations: collecting, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Categories of Personal Data: Personal Data.

Types of Personal Data: Personal Data necessary to manage the Platform and provide Services to the Customers includes:

- Name and Contact Data;
- Credentials (such as passwords and password hints);
- Payment Data.

If the Customer makes payments or conducts payment transactions related to the Services through a third-party website or application, GetBlend will receive the Customer's transaction information in GetBlend's third-party payment processing software along with partial details of the bank account information. The information that we will be able to verify will include payment method information, such as:

- payment instrument number (such as a credit card number);
- the security code associated with your payment instrument
- Billing address.

Different payment methods may require the collection of various categories of information. The payment method information that we collect will depend upon the payment method that you choose to use from the available payment methods offered to you.

Sensitive Data: GetBlend does not knowingly process any Sensitive Data in the context of the processing activities described in this Schedule and the DPA. If you have uploaded such information, you declare that you have received all the specific consent for Sensitive Data in accordance with the GDPR instructions and you undertake to clearly mark and refer us that the Data uploaded contain sensitive information.

Location of the Processing Operations: The State of Israel, the USA and other areas, if deemed necessary by the Data Processor and Sub-processors.

Recipients: Personal Data Transferred through the Platform may be disclosed only to the employees and other representatives of GetBlend, who have a legitimate business purpose for processing such Personal Data.

More details about the categories of Personal Data, nature and purposes of the Processing when GetBlend is acting as a Data Controller can be found in our Privacy Policy[[Hyper Link](#)].

Schedule 2
Standard Contractual Clauses

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

The Customer, as defined in the GetBlend Customer Terms of Service (the “data exporter”)

And

GetBlendLtd. (the “data importer”), each a ‘party’; together ‘the parties’,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) ‘the data exporter’ means the controller who transfers the personal data;
- (c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) ‘the subprocessor’ means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of

data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data 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 subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

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

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

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

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

Clause 10

Variation of the contract

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

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

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

On behalf of the data exporter:

Name (written out in full): ...

Position: ...

Address: ...

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

Signature ...

On behalf of the data importer:

Name (written out in full): Oren Yagev

Position: CTO

Address: 11th Ha'ahim Mislavitta, Tel Aviv