

## Data Processing Agreement

This Data Processing Agreement ("**DPA**") forms part of the subscription agreement, Zoomd's Terms of Service available at <http://www.zoomd.com/t&c.html> or other written or electronic agreement (the "**Agreement**"), including any written or electronic service orders, purchase orders or other order forms (each a "**Service Order**") entered into between Zoomd and Subscriber, pursuant to which Zoomd provides Services as defined in the Agreement.

The purpose of this DPA is to reflect the parties' agreement with regard to the processing of Subscriber Personal Data. The parties agree to comply with this DPA with respect to any Subscriber Personal Data that the Zoomd Group may process in the course of providing the Services pursuant to the Agreement. This DPA shall not replace or supersede any data processing addendum or agreement executed by the parties prior to the DPA Effective Date without the prior written consent of the parties (electronically submitted consent acceptable).

This DPA will take effect on the DPA Effective Date and, notwithstanding expiry of the Term, will remain in effect until, and automatically expire upon, deletion of all Subscriber Data by Zoomd as described in this DPA.

If the Subscriber entity entering into or accepting this DPA is neither a party to a Service Order nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Subscriber entity that is a party to the Agreement executes this DPA.

By signing or accepting the Agreement or this DPA, Subscriber enters into this DPA as of the DPA Effective Date on behalf of itself and in the name and on behalf of its Covered Affiliates if and to the extent the Zoomd Group processes personal data for which such Covered Affiliates qualify as the controller. For the purposes of this DPA only, and except where indicated otherwise, the term "**Subscriber**" shall include Subscriber and its Covered Affiliates.

### 1. Definitions

1.1. Capitalized terms used but not defined in this DPA shall have the meaning given to them in the Agreement or applicable Data Protection Laws.

"**Affiliates**" of a party is any entity (a) that the party Controls; (b) that the party is Controlled by or (c) with which the party is under common Control, where "**Control**" means direct or indirect control of fifty percent (50%) or more of an entity's voting interests (including by ownership).

"**Zoomd**" means Zoomd Ltd., a company incorporated under the laws of the State of Israel, or any other Zoomd Affiliate that is a party to the Agreement, as applicable.

"**Zoomd Group**" means Zoomd and its Affiliates engaged in the processing of Subscriber Personal Data in connection with the subscribed Services.

"**Covered Affiliate**" means any of Subscriber's Affiliate(s) which (a) is subject to the Data Protection Laws, and (b) is permitted to use the Services pursuant to the Agreement between Subscriber and Zoomd, but has not signed its own Service Order with Zoomd and is not a "Subscriber" as defined under the Agreement.

"**Data Incidents**" means a breach of Zoomd's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Subscriber Data transmitted, stored or otherwise processed by Zoomd. "Data Incidents" will not include unsuccessful attempts or activities that do not compromise the security of Subscriber Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

**"Data Protection Laws"** means all applicable data protection and privacy laws and regulations, including EU Data Protection Laws.

**"DPA Effective Date"** means, as applicable, (a) May 25, 2018 if Subscriber clicked to accept or the parties otherwise agreed to this DPA prior to or on such date; or (b) the date on which Subscriber clicked to accept or the parties otherwise agreed to this DPA, if such date is after May 25, 2018.

**"EEA"** means the European Economic Area.

**"EU Data Protection Laws"** means laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the processing of Personal Data under the Agreement, including European Directives 95/46/EC and any legislation and/or regulation which amends, replaces or re-enacts it (including the GDPR).

**"GDPR"** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC effective as of May 25, 2018 and any legislation and/or regulation which amends, replaces or re-enacts it.

**"Security Documentation"** means all documents and information made available by Zoomd to demonstrate compliance by Zoomd with its obligations under this DPA, including the Security Measures, Additional Security Information and any third-party certifications or audit reports, as applicable.

**"Security Measures"** means the administrative, technical and physical safeguards adopted by Zoomd applicable to the Services subscribed by Subscriber.

**"Standard Contractual Clauses"** means the agreement executed by and between Subscriber and Zoomd, Ltd., pursuant to the European Commission's decision (C(2010)593) of 5 February 2010, available at: <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>, on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

**"Sub-processor"** means any third-party engaged by Zoomd or a member of the Zoomd Group which processes Subscriber Data in order to provide parts of the Services.

**"Subscriber"** means the subscriber entity party to the Agreement. Subscriber may also be referred to as **"Customer"** in the Agreement from time to time.

**"Subscriber Data"** has the meaning given to it in the Agreement or, if no such meaning is given, means data submitted by or on behalf of Subscriber to the Services under the Subscriber's Zoomd account for Services. Subscriber Data may also be referred to as **"Customer Data"** in the Agreement from time to time.

**"Subscriber Personal Data"** means the personal data contained within Subscriber Data. Subscriber Personal Data may also be referred to as **"Customer Personal Data"** in the Agreement from time to time.

**"Term"** means the period from the DPA Effective Date until the end of Zoomd's provision of the Services, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which Zoomd may continue providing the Services for transitional purposes.

- 1.2. The terms "personal data", "data subject", "processing", "controller", "processor" and "supervisory authority" as used in this DPA have the meanings given in the GDPR, and the terms "data importer" and "data exporter" have the meanings given in the Standard Contractual Clauses, in each case irrespective of whether other Data Protection Laws apply.

## **2. Personal Data Processing Terms**

- 2.1. The parties agree that if the EU Data Protection Laws apply to the processing of Subscriber Personal Data, the parties acknowledge and agree that:
  - 2.1.1. Subscriber is the controller and Zoomd and the Zoomd Group are the processor of the Subscriber Personal Data and Zoomd or a member of the Zoomd Group may engage Subprocessors pursuant to Section 7 (Sub-processors).
  - 2.1.2. The subject-matter of the data processing covered by this DPA is the provision of the Services and the processing will be carried out for the duration of the Agreement or so long as Zoomd is providing the Services. Exhibit A of this DPA sets out the nature and purpose of the processing, the types of Subscriber Personal Data Zoomd processes and the categories of data subjects whose Personal Data is processed.
  - 2.1.3. Each party will comply with the obligations applicable to it under the EU Data Protection Laws, including with respect to the processing of Subscriber Personal Data.
  - 2.1.4. If the GDPR is applicable, Zoomd will process Subscriber Personal Data in accordance with the requirements of the GDPR directly applicable to Zoomd's provision of Services. Notwithstanding anything to the contrary set forth in this DPA, in the event of a conflict or clarification of definitions, the GDPR shall apply only as of May 25, 2018.
  - 2.1.5. If Subscriber is a processor itself, Subscriber warrants to Zoomd that Subscriber's instructions and actions with respect to the Subscriber Personal Data, including its appointment of Zoomd as another processor, have been authorized by the relevant controller.
  - 2.1.6. For the avoidance of doubt, Subscriber's instructions to Zoomd for the processing of Subscriber Personal Data shall comply with all applicable laws, including the EU Data Protection Laws. As between Zoomd and Subscriber, Subscriber shall be responsible for the Subscriber Data and the means by which Subscriber acquired Subscriber Data.
  - 2.1.7. For the purposes of this DPA, the following is deemed an instruction by Subscriber to process Subscriber Personal Data (a) to provide the Services; (b) as further specified via Subscriber's use of the Services (including the Services' user interface dashboard and other functionality of the Services); (c) as documented in the Agreement (including this DPA and any Service Order that requires processing of Subscriber Personal Data); and (d) as further documented in any other written instructions given by Subscriber (which may be specific instructions or instructions of a general nature as set out in this DPA, the Agreement or as otherwise notified by Subscriber to Zoomd from time to time), where such instructions are consistent with the terms of the Agreement.
  - 2.1.8. When Zoomd processes Subscriber Personal Data in the course of providing the Services, Zoomd will:

2.1.8.1. Process the Subscriber Personal Data only in accordance with (a) the Agreement and (b) Subscriber's instructions as described in Section 2.1.7, unless Zoomd is required to process Subscriber Personal Data for any other purpose by European Union or member state law to which Zoomd is subject. Zoomd shall inform Subscriber of this requirement before processing unless prohibited by applicable laws on important grounds of public interest.

2.1.8.2. Notify Subscriber without undue delay if, in Zoomd's opinion, an instruction for the processing of Subscriber Personal Data given by Subscriber infringes applicable EU Data Protection Laws.

2.2. The parties acknowledge and agree that the parties will comply with all applicable laws with respect to the processing of Subscriber Personal Data.

### 3. Data Security

#### 3.1. Security Measures

3.1.1. Zoomd will implement and maintain appropriate technical and organizational measures designed to protect or secure (i) Subscriber Data, including Subscriber Personal Data, against unauthorized or unlawful processing and against accidental or unlawful loss, destruction or alteration or damage, unauthorized disclosure of, or access to, Subscriber Data, and (ii) the confidentiality and integrity of Subscriber Data, as set forth in the Security Measures. Zoomd may update or modify the Security Measures from time to time provided that such updates and modifications will not materially decrease the overall security of the Services.

3.1.2. In addition to the Security Measures, Zoomd will, from time to time, make additional security guidelines available that provide Subscriber with information about, in Zoomd's opinion, best practices for securing, accessing and using Subscriber Data including best practices for password and credentials protection ("**Additional Security Information**").

3.1.3. Zoomd will take reasonable steps to ensure the reliability and competence of Zoomd personnel engaged in the processing of Subscriber Personal Data.

3.1.4. Zoomd will take appropriate steps to ensure that all Zoomd personnel engaged in the processing of Subscriber Personal Data (i) comply with the Security Measures to the extent applicable to their scope of performance, (ii) are informed of the confidential nature of the Subscriber Personal Data, (iii) have received appropriate training on their responsibilities and (iv) have executed written confidentiality agreements. Zoomd shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

#### 3.2. Data Incidents

3.2.1. If Zoomd becomes aware of a Data Incident, Zoomd will: (a) notify Subscriber of the Data Incident without undue delay after becoming aware of the Data Incident; and (b) promptly take reasonable steps to minimize harm and secure Subscriber Data.

3.2.2. Notifications made pursuant to this section will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and, as applicable, steps Zoomd recommends Subscriber to take to address the Data Incident.

3.2.3. Notification(s) of any Data Incident(s) will be delivered to Subscriber in accordance with the "Manner of Giving Notices" Section of the Agreement or, at Zoomd's discretion, by direct communication (for example, by phone call or an in-person meeting). Subscriber is solely responsible for ensuring that any contact information, including notification email address,

provided to Zoomd is current and valid.

3.2.4. Zoomd will not assess the contents of Subscriber Data in order to identify information subject to any specific legal requirements. Subscriber is solely responsible for complying with incident notification laws applicable to Subscriber and fulfilling any third-party notification obligations related to any Data Incident(s).

3.2.5. Zoomd's notification of or response to a Data Incident under this Section 3.2 (Data Incidents) will not be construed as an acknowledgement by Zoomd of any fault or liability with respect to the Data Incident.

### **3.3. Subscriber's Security Responsibilities and Assessment of Zoomd**

3.3.1. Subscriber agrees that, without prejudice to Zoomd's obligations under Section 3.1 (Security Measures) and Section 3.2 (Data Incidents):

3.3.1.1. Subscriber is solely responsible for its use of the Services, including: (i) making appropriate use of the Services and any Additional Security Information to ensure a level of security appropriate to the risk in respect of the Subscriber Data; (ii) securing the account authentication credentials, systems and devices Subscriber uses to access the Services; and (iii) backing up the Subscriber Data; and

3.3.1.2. Zoomd has no obligation to protect Subscriber Data that Subscriber elects to store or transfer outside of Zoomd's and its Sub-processors' systems (for example, offline or on-premises storage).

3.3.2. Subscriber is solely responsible for reviewing the Security Measures and evaluating for itself whether the Services, the Security Measures, the Additional Security Information and Zoomd's commitments under this Section 3 (Data Security) will meet Subscriber's needs, including with respect to any security obligations of Subscriber under the Data Protection Laws. Subscriber acknowledges and agrees that the Security Measures implemented and maintained by Zoomd as set out in Section 3.1 (Security Measures) provide a level of security appropriate to the risk in respect of the Subscriber Data.

### **3.4. Subscriber Assessment and Audit of Zoomd Compliance**

Upon Subscriber's written request, at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Zoomd will make available to Subscriber that is not a competitor of Zoomd (or Subscriber's independent, third-party auditor that is not a competitor of Zoomd) information regarding the Zoomd Group's compliance with the obligations set forth in this DPA including in the form of independent audit results and/or third-party certifications, as applicable, to the extent Zoomd makes them generally available to its subscribers. The most recent independent third-party certifications or audits obtained by Zoomd are set forth in the Security Measures.

### **3.5. Subscriber's Audit Rights**

3.5.1. No more than once per year, Subscriber may contact Zoomd in accordance with the "Manner of Giving Notices" Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Subscriber Data. Subscriber shall reimburse Zoomd for any time expended for any such on-site audit. Before the commencement of any such on-site audit, Subscriber and Zoomd shall mutually agree upon the scope, timing, and duration of the audit, that reasonably does not interfere with normal business operations, in addition to the reimbursement rate for which Subscriber shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Zoomd. Subscriber shall promptly notify Zoomd with information

regarding any non-compliance discovered during the course of an audit.

3.5.2. Subscriber may conduct such on-site audit (a) itself, (b) through an Affiliate that is not a competitor of Zoomd or (c) through an independent, third-party auditor that is not a competitor of Zoomd.

3.5.3. Subscriber may also conduct an audit to verify Zoomd's compliance with its obligations under this DPA by reviewing the Security Documentation.

#### **4. Return or Deletion of Subscriber Data**

4.1. Zoomd will enable Subscriber to delete during the Term Subscriber Data in a manner consistent with the functionality of the Services. If Subscriber uses the Services to delete any Subscriber Data during the Term and that Subscriber Data cannot be recovered by Subscriber, this use will constitute an instruction to Zoomd to delete the relevant Subscriber Data from Zoomd's systems in accordance with applicable law. Zoomd will comply with this instruction as soon as reasonably practicable within a maximum of 90 days, unless the European Union or member state law requires storage.

4.2. Upon expiry of the Term or upon Subscriber's written request, subject to the terms of the Agreement, Zoomd shall either (a) return (to the extent such data has not been deleted by Subscriber from the Services) or (b) securely delete Subscriber Data, to the extent allowed by applicable law, in accordance with the timeframes specified in Section 4.3, as applicable.

4.3. Zoomd will, after a recovery period of up to 30 days following expiry of the Term, comply with this instruction as soon as reasonably practicable and within a maximum period of 90 days, unless European Union or member state law requires storage. Without prejudice to Section 5 (Data Subject Rights; Data Export), Subscriber acknowledges and agrees that Subscriber will be responsible for exporting, before the Term expires, any Subscriber Data it wishes to retain afterwards.

#### **5. Data Subject Rights; Data Export**

5.1. As of the DPA Effective Date for the duration of the period Zoomd provides the Services:

5.1.1. Zoomd will, in a manner consistent with the functionality of the Services, enable Subscriber to access, rectify and restrict processing of Subscriber Data, including via the deletion functionality provided by Zoomd as described in Section 4 (Return or Deletion of Subscriber Data), and to export Subscriber Data;

5.1.2. Zoomd will, without undue delay, notify Subscriber, to the extent legally permitted, if Zoomd receives a request from a data subject to exercise the data subject's right of access, right to rectification, restriction of processing, erasure, data portability, objection to the processing, or its right not to be subject to an automated individual decision making ("**Data Subject Request**"); and

5.1.3. If Zoomd receives any request from a data subject in relation to Subscriber Personal Data, Zoomd will advise the data subject to submit his or her request to Subscriber and Subscriber will be responsible for responding to any such request including, where necessary, by using the functionality of the Services.

5.1.4. Taking into account the nature of the processing, Zoomd will assist Subscriber by appropriate technical and organizational measures, insofar as it is possible, for the fulfilment of Subscriber's obligation to respond to a Data Subject Request under EU Data Protection Laws. In addition, to the extent Subscriber, in its use of the Services, does not have the ability to address a Data Subject Request, Zoomd shall, upon Subscriber's written request, provide Subscriber with reasonable cooperation and assistance to facilitate Subscriber's response to such Data Subject Request, to the extent Zoomd is legally permitted to do so and the response to such Data Subject Request is

required under EU Data Protection Laws. To the extent legally permitted, Subscriber shall be responsible for any costs arising from Zoomd's provision of such assistance.

## **6. Data Protection Impact Assessment**

Upon Subscriber's written request, Zoomd will provide Subscriber with reasonable cooperation and assistance needed to fulfill Subscriber's obligation under the GDPR to carry out a data protection impact assessment related to Subscriber's use of the Services, to the extent Subscriber does not otherwise have access to the relevant information, and to the extent such information is available to Zoomd. Zoomd will provide reasonable assistance to Subscriber in the cooperation or prior consultation with the applicable data protection authority in the performance of its tasks relating to this Section 6 (Data Protection Impact Assessment) to the extent required under the GDPR.

## **7. Sub-processors**

- 7.1. Subscriber specifically authorizes the engagement of Zoomd's Affiliates as Sub-processors. In addition, Subscriber acknowledges and agrees that Zoomd and Zoomd's Affiliates respectively may engage thirdparty Sub-processors in connection with the provision of the Services. Zoomd or a Zoomd Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Subscriber Data to the extent applicable to the nature of the Services provided by such Sub-processor.
- 7.2. Subscriber may object to Zoomd's use of a new Sub-processor by notifying Zoomd promptly in writing within ten (10) business days after receipt of Zoomd's notice. In the event Subscriber objects to a new Sub-processor, as permitted in the preceding sentence, Zoomd will use reasonable efforts to make available to Subscriber a change in the Services or recommend a commercially reasonable change to Subscriber's configuration or use of the Services to avoid processing of Subscriber Personal Data by the objected-to new Sub-processor without unreasonably burdening the Subscriber. If Zoomd is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Subscriber may terminate the applicable Service Order(s) with respect to only those Services which cannot be provided by Zoomd without the use of the objected-to new Sub-processor by providing written notice to Zoomd. Zoomd will refund Subscriber any prepaid but unused fees covering the remainder of the term of such Service Order following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Subscriber.
- 7.3. Zoomd shall be liable for the acts and omissions of its Sub-processors to the same extent Zoomd would be liable if performing the services of each Sub-processor directly under the terms of this DPA subject to the limitations set forth in Section 10 (Limitation of Liability) and the Agreement.

## **8. Covered Affiliates**

- 8.1. The parties acknowledge and agree that, by executing the Agreement, the Subscriber enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Covered Affiliates, thereby establishing a separate DPA between Zoomd and each such Covered Affiliate subject to the provisions of the Agreement, this Section 8 (Covered Affiliates) and Section 10 (Limitation of Liability). Each Covered Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Covered Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Covered Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Covered Affiliate shall be deemed a violation by Subscriber.
- 8.2. Subscriber that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Zoomd under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Covered Affiliates.

8.3. Where a Covered Affiliate becomes a party to the DPA with Zoomd, it shall, to the extent required under applicable Data Protection Laws, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

8.3.1. Except where applicable Data Protection Laws require the Covered Affiliate to exercise a right or seek any remedy under this DPA against Zoomd directly by itself, the parties agree that (a) solely Subscriber that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Covered Affiliate, and (b) Subscriber that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Covered Affiliate individually but in a combined manner for all of its Covered Affiliates together (as set forth, for example, in Section 8.3.2, below).

8.3.2. The parties agree that Subscriber that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Subscriber Personal Data, take all reasonable measures to limit any impact on Zoomd and its Subprocessors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Covered Affiliates in one single audit.

## **9. Transfer of Personal Data outside of the EEA**

9.1. Zoomd makes the Standard Contractual Clauses available as a transfer mechanism for any transfer of Subscriber Personal Data under this DPA from the European Union, the EEA and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of EU Data Protection Laws of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws.

9.2. The Standard Contractual Clauses and the additional terms specified in this Section 9 (Transfer of Personal Data Outside of the EEA) apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Covered Affiliates and (ii) all Affiliates of Subscriber established within the EEA, Switzerland and the United Kingdom, which have signed Service Orders for Services. For the purpose of the Standard Contractual Clauses and this Section 9, all these entities shall be deemed "data exporters".

9.3. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Subscriber to process Subscriber Personal Data (a) to provide the Services; (b) as further specified via Subscriber's use of the Services (including the Services' user interface dashboard and other functionality of the Services); (c) as documented in the Agreement (including this DPA and any Service Order that requires processing of Subscriber Personal Data); and (d) as further documented in any other written instructions given by Subscriber (which may be specific instructions or instructions of a general nature as set out in this DPA, the Agreement or as otherwise notified by Subscriber to Zoomd from time to time), where such instructions are consistent with the terms of the Agreement.

9.4. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Subscriber acknowledges and expressly agrees that (a) Zoomd's Affiliates may be retained as Sub-processors; and (b) Zoomd and Zoomd's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Zoomd will make available to Subscriber the current list of Sub-processors in accordance with Section 7 (Sub-processors).

9.5. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Subscriber acknowledges and expressly agrees that Zoomd and Zoomd's Affiliates may engage new Sub-processors as described in Sections 7 (Sub-processors).

9.6. The parties agree that the copies of the Sub-processor agreements that must be provided by Zoomd to

Subscriber pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Zoomd beforehand; and, that such copies will be provided by Zoomd, in a manner to be determined in its discretion, only upon request by Subscriber.

9.7. The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:

9.7.1. Upon Subscriber's written request, at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Zoomd shall make available to Subscriber that is not a competitor of Zoomd (or Subscriber's independent, third-party auditor that is not a competitor of Zoomd) information regarding the Zoomd Group's compliance with the obligations set forth in this DPA in the form of independent audit results and/or third-party certifications, as applicable, to the extent Zoomd makes them generally available to its subscribers. No more than once per year, Subscriber may contact Zoomd in accordance with the "Manner of Giving Notices" Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Subscriber Personal Data. Subscriber shall reimburse Zoomd for any time expended for any such on-site audit. Before the commencement of any such on-site audit, Subscriber and Zoomd shall mutually agree upon the scope, timing, and duration of the audit, that reasonably does not interfere with normal business operations, in addition to the reimbursement rate for which Subscriber shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Zoomd. Subscriber shall promptly notify Zoomd with information regarding any non-compliance discovered during the course of an audit.

9.8. The parties agree that the certification of deletion of Subscriber Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Zoomd to Subscriber only upon Subscriber's written request.

9.9. In the event of any conflict or inconsistency between the body of this DPA and any of its attachments (not including the Standard Contractual Clauses) and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

9.10. In the event that the European Commission decision authorizing the Standard Contractual Clauses as a data transfer mechanism is held to be invalid, or that any supervisory authority requires transfer of Personal Data made pursuant to such decision to be suspended, then Subscriber may, at its discretion, require Zoomd to cease processing Subscriber Personal Data to which this Section 9 applies, or cooperate with Zoomd to facilitate use of an alternative transfer mechanism.

9.11. Zoomd agrees to comply with the obligations of a data importer as set out in the Standard Contractual Clauses for the transfer of Subscriber Personal Data to data processors established in third countries under the Standard Contractual Clauses.

9.12. Subscriber acknowledges that Zoomd will, as applicable, be a data importer under the Standard Contractual Clauses. In particular, and without limiting the above obligation:

9.12.1. Zoomd agrees to grant third-party beneficiary rights to data subjects, as set out in Clause 3 of the Standard Contractual Clauses, provided that Zoomd's liability shall be limited to Zoomd's own processing operations only and the limitations set forth in Section 10 (Limitation of Liability) and the Agreement; and

9.12.2. Zoomd agrees that Zoomd's obligations under the Standard Contractual Clauses shall be governed by the law(s) of the EEA member state(s) in which the entity that is the data exporter is established.

## **10. Limitation of Liability**

- 10.1. Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA (including the Standard Contractual Clauses, if the Standard Contractual Clauses have been entered into in accordance with the Agreement or a DPA), and all DPAs (including the Standard Contractual Clauses, if the Standard Contractual Clauses have been entered into in accordance with the Agreement or a DPA) between Covered Affiliates and Zoomd, whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.
- 10.2. For the avoidance of doubt, Zoomd's and its Affiliates' total liability for all claims from the Subscriber and all of its Covered Affiliates arising out of or related to the Agreement and each DPA (including the Standard Contractual Clauses, if the Standard Contractual Clauses have been entered into in accordance with the Agreement or a DPA) shall apply in the aggregate for all claims under both the Agreement and all DPAs (including the Standard Contractual Clauses, if the Standard Contractual Clauses have been entered into in accordance with the Agreement or a DPA) established under this Agreement, including by Subscriber and all Covered Affiliates, and, in particular, shall not be understood to apply individually and severally to Subscriber and/or to any Covered Affiliate that is a contractual party to any such DPA.
- 10.3. For the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Exhibits and Appendices (including the Standard Contractual Clauses, if the Standard Contractual Clauses have been entered into in accordance with the Agreement or this DPA).

## **11. Effect of this DPA**

Notwithstanding anything to the contrary in the Agreement, to the extent of any conflict or inconsistency between this DPA and the remaining terms of the Agreement, this DPA will govern.

The parties authorized signatories have duly executed this Data Processing Agreement as of the date set forth below their respective signatures but made effective as of the DPA Effective Date.

---

**ZOOMD Ltd.**

---

**[SUBSCRIBER ENTITY NAME]**

## EXHIBIT A TO THE DATA PROCESSING AGREEMENT

### DESCRIPTION OF PROCESSING ACTIVITIES

#### Data subjects

Data subjects include the individuals about whom personal data is provided to Zoomd via the Services by (or at the direction of) Subscriber or by Subscriber's end users, the extent of which is determined and controlled by the Subscriber in its sole discretion, and which may include but is not limited to personal data relating to the following categories of data subjects:

1. Prospects, customers, business partners and vendors of Subscriber (who are natural persons)
2. Employees or contact persons of Subscriber's prospects, customers, business partners and vendors (who are natural persons)
3. Employees, agents, advisors, freelancers of Subscriber (who are natural persons)
4. Subscriber's users authorized by Subscriber to use the Services (who are natural persons)

#### Categories of data

Personal data relating to individuals provided to Zoomd via the Services, by (or at the direction of) Subscriber or by Subscriber's end users, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include but is not limited to personal data relating to the following categories of data:

1. First, Middle and Last Name (current and former)
2. Title
3. Position
4. Employer
5. Personal and Business Contact Information (company, email, physical address, phone number)
6. ID data
7. Professional life data
8. Personal life data
9. Connection data
10. Localization data

#### Special categories of data

Subscriber may submit special categories of data to the Service as a part of its Subscriber Data, the extent of which is determined and controlled by Subscriber in its sole discretion, and which is for the sake of clarity personal data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

#### Processing operations

Subscriber Personal Data will be processed in accordance with the Agreement and this DPA.