APPENDIX 'A'
DATA PROCESSING AGREEMENT

1. INTRODUCTION

1.1 This agreement is regarding processing of personal data (the "Data Processing Agreement") by The Inactiv.com Media Solutions Private Limited and BlogVault Inc. (hereafter collectively referred to as BlogVault (the "Data Processor") on behalf of -----------------------, Company registration no. ---------------- (the "Data Controller"). Controller and the Processor are hereinafter jointly referred to as the "**Parties**" and individually as "Data Processor" and "Data Controller" respectively.

1.2 This agreement is attached as **Appendix 'A'** to the BlogVault engagement agreement (the "Main Agreement"), in which the parties have agreed to the terms for the Data Processor's delivery of services to the Data Controller (the "Main Services"). This agreement ("Data Processing Agreement) , will be effective as from the Effective Date.

1.3 **Definitions:**

1.3.1 the terms "**Data Controller", "Data Subject", "Personal Data", "Process," "Processing", "Processor"** and **"Supervisory Authority"** have the meanings given to these terms in EU Data Protection Law.

1.3.2 "**Breach**" means a breach of the Security Measures resulting in access to BlogVault's equipment or facilities storing Your Controlled Data and the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, "Controller Controlled Data" transmitted, stored or processed by BlogVault on your behalf and instructions through the Services.

1.3.3 "**EU Data Protection Law**" means any data protection or data privacy law or regulation of European Union or any European Economic Area ("EEA") country applicable to "Controller Controlled Data", including, as applicable, the GDPR and the e-Privacy Directive 2002/58/EC.

1.3.4 "**GDPR**" means the EU General Data Protection Regulation 2016/679.

1.3.5 "**Security Measures**" means the technical and organizational security measures set out in Sub-Appendix B.

1.3.6 "**Sub-Processor**" means an entity engaged by Processor to process "Controller Controlled Data".

1.3.7 "**Controller Controlled Data**" means the personal data in the Content BlogVault processes on your behalf and instructions as part of the Services, but only to the extent that you are subject to EU Data Protection Law in respect of such personal data.

1.3.8 "**End Users**" means the users of Data Controller's website, software products and applications and related support services.

1.3.9 "**Standard Contract Clauses**" or "**SCCs**" means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR.

1.3.10 The terms "**data importer**" and "**data exporter**" have meanings in the Standard Contractual Clauses, in each case irrespective of whether the European Data Protection Legislation or Non- European Data Protection Legislation applies.

1.3.11 "**Effective Date**" means, as applicable:

25 May 2018, if Controller accepted or the parties otherwise agreed to this Data Processing Agreement in respect of the Agreement prior to or on such date; or the date on which Controller accepted or the parties otherwise agreed to this Data Processing Agreement in respect of the Agreement, if such date is after 25 May 2018.

2.   APPLICABILITY

2.1 This agreement only applies to you if you or your End Users are data subjects located within the European Union or EEA and only applies in respect of "Controller Controlled Data". You agree that BlogVault is not responsible for personal data that you have elected to process through Third Party Services or outside of the "Main Services", including the systems of any other third-party website backup services, offline or on-premises storage.

2.2   The Data Processing Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the "Applicable Law"), including in particular:

The European Parliament and the Council's Regulation 2016/679 of 27 April 2016 on the protection of natural persons about the processing of personal data and on the free movement of such data that entered into force on 24 May 2016 and will be applicable on 25 May 2018 ("GDPR").

3.	PROCESSING OF PERSONAL DATA

3.1   In connection with the Data Processor's delivery of the Main Services to the Data Controller, the Data Processor will process certain categories and types of personal data on behalf of the Data Controller.

3.2   "Personal data" includes "any information relating to an identified or identifiable natural person" as defined in GDPR, article 4 (1) (1) (the "Personal Data"). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in Sub-Appendix A**.**

3.3   The Data Processor only performs processing activities that are necessary and relevant to perform the Main Services.

3.4   The Data Processor shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

Details of Data Processing:

3.4.1 Subject Matter: The subject matter of the data processing under this Data Processing Agreement is the "Controller Controlled Data".

3.4.2 Duration: As between you and us, the duration of the data processing under this Data Processing Agreement is determined in the "Main Agreement".

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3.4.3 **Purpose:** The purpose of the data processing under this Data Processing Agreement is the provision of the "Main Services" initiated by you from time to time.

3.4.4 **Nature of the Processing:** The "Main Services" as described in the "Main Agreement" and initiated by you from time to time.

3.4.5 **Type of Personal Data:** The "Controller Controlled Data" (referred in Sub-Appendix A) relating to you, your End Users or other individuals whose personal data is included in Content which is processed as part of the Services in accordance with instructions as per this agreement

3.4.6 **Categories of Data Subjects:** You, Your End Users and any other individuals whose personal data is included in Content.

4. INSTRUCTION

4.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction"). The Instruction at the time of entering into this Data Processing Agreement is that the Data Processor may only process the Personal Data with the purpose of delivering the Main Services as described in the Main Agreement.

4.2 **Regulatory Compliance:**

You will ensure that your instructions comply with all laws, regulations, and rules applicable in relation to the data you control and that the "Controller Controlled Data" is collected lawfully by you or on your behalf and provided to us by you in accordance with such laws, rules and regulations. You will also ensure that the processing of "Controller Controlled Data" in accordance with the "Instruction" will not cause or result in us or you breaching any laws, rules or regulations (including EU Data Protection Law). You are responsible for reviewing the information available from us relating to data security pursuant to the "Main Agreement" and making an independent determination as to whether the "Main Services" meet your requirements and legal obligations as well as your obligations under this Data Processing Agreement. BlogVault will not access or use

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the "Controller Controlled Data" except as provided in the "Main Agreement", as necessary to maintain or provide the "Main Services" or as necessary to comply with the law or binding order of a governmental, law enforcement or regulatory body.

5. THE DATA PROCESSOR'S OBLIGATIONS

5.1 We will process the data you control for the Purpose and in accordance with "the instruction". You agree that "the instruction" given by you are your complete and final documented instructions to us in relation to your Controlled Data. Additional instructions outside the scope of this Data Processing Agreement require prior written agreement between you and us, including agreement on any additional fees payable by you to us for carrying out such instructions. We will promptly inform you if, in our opinion, your instructions infringe applicable EU Data Protection Law, or if we are unable to comply with your instructions. We will notify you when applicable laws prevent us from complying with your instructions, except if such disclosure is prohibited by applicable law on important grounds of public interest, such as a prohibition under law to preserve the confidentiality of a law enforcement investigation or request.

5.2 Confidentiality

The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred, or otherwise processed in conflict with the instruction, unless the Data Controller in writing has agreed hereto. The Data Processor's employees collectively shall be subject to an obligation of confidentiality that ensures that the Personal Data under this Data Processing Agreement would be treated with strict confidentiality.

5.3 Security

5.3.1 The Data Processor shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. We may change our Security Measures but will not do so in a way that adversely affects the security of the data that you control.

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5.3.2 The Data Processor shall ensure that access to the Personal Data is restricted to only its employees for whom it is necessary and relevant to process the Personal Data for the Data Processor to perform its obligations under the Main Agreement and this Data Processing Agreement.

5.3.3 The Data Processor shall also ensure that any natural person acting under our authority who has access to data that you control only processes the Personal Data in accordance with the Instruction, unless such person is required to do so under applicable law, and that personnel authorized by us to process Your Controlled Data have committed themselves to relevant confidentiality obligations or are under an appropriate statutory obligation of confidentiality

5.4.4 The Data Processor shall provide documentation for its security measures if requested by the Data Controller in writing.

5.4 Notification of Breach:

We will provide you notice without undue delay after becoming aware of and confirming the occurrence of a Breach for which notification to you is required under applicable EU Data Protection Laws. We will, assist you in complying with your notification obligations under Articles 33 and 34 of the GDPR, provide you with such information about the Breach as we are reasonably able to disclose to you, considering the nature of the services, the information available to us and any restrictions on disclosing the information such as for confidentiality. Our obligation to report or respond to a Breach under this Section is not and will not be construed as an acknowledgement by BlogVault of any fault or liability of BlogVault with respect to the Breach. Despite the foregoing, BlogVault's obligations under this Section do not apply to incidents that are caused by you, any activity on your Account and/or Third-Party Services.

5.5 Complaint Notification:

We will provide you notice, if permitted by applicable law, upon receiving an inquiry or complaint from an End User, or other individual whose personal data is included in your Content, or a binding demand (such as a court order or subpoena) from a government, law enforcement, regulatory or other body in respect of "Controller Controlled Data" that we process on your behalf and under instructions from you.

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5.6   Data Protection Impact Assessment and Compliance Assistance:

If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36 and also provide reasonable assistance to you in respect of your fulfillment of your obligation as controller to respond to requests by data subjects under Chapter 3 of the GDPR, taking into account the nature of the Services and information available to us. You will be responsible for our reasonable costs arising from our provision of such assistance.

5.7   Sub-Processors:

You agree that we can share the data you control with Sub-Processors in order to provide you the "Main Services". We will impose contractual obligations on our Sub-Processors, and contractually obligate our Sub-Processors to impose contractual obligations on any further sub-contractors which they engage to process the data you control, which provide the same level of data protection for the data you control in all material respects as the contractual obligations imposed in this Data Processing Agreement, to the extent applicable to the nature of the Services provided by such Sub-Processor.

A list of our current Sub-Processors is available upon request by sending an email to *privacy@blogvault.net*. Provided that your objection is reasonable and cause concerns around hampering of data protection, you may object to any Sub-Processor by sending an email to *privacy@blogvault.net*. In case of your objection to any Sub-Processor and your objection is reasonable and related to data protection concerns, we will use commercially reasonable efforts to make available to you a means of avoiding the processing of the "Controller Controlled Data" by the objected-to Sub-Processor. If we are unable to make available such suggested change within 30 days, we will notify you and if you still object to our use of such Sub-Processor, you may cancel or terminate your Account or, if possible, the portions of the Services that involve use of such Sub-Processor. **Except as set forth in this Section 5.7, if you object to any Sub-Processors, you may not use or access the Services.**

You consent to our use of Sub-Processors as described in this Section 5.7. Except as set forth in this Section 5.7 or as you may otherwise authorize, we will not permit any Sub-Processor

to access "Controller Controlled Data". BlogVault will remain responsible for its compliance with the obligations of this Data Processing Agreement and for any acts or omissions of any Sub-Processor or their further sub-contractors that process the data you control and cause BlogVault to breach any of BlogVault's obligations under this Data Processing Agreement, solely to the extent that BlogVault would be liable under the Agreement if the act or omission was BlogVault's own.

5.8   Internal Audits:

We may (but are not obliged to) use external or internal auditors to verify the adequacy of our Security Measures.

5.9   Requests:

You can delete or access a copy of some of the data you control using your account on our services. For any of data you control which may not be deleted or accessed through your Account, we will, upon your written request, in regards to any of the data that you control in our or our Sub-Processor's possession that we can associate with a data subject and unless prohibited by applicable law or the order of a governmental, law enforcement or regulatory body: (a) return such data and copies of such data to you provided that you make such request within no more than sixty (60) days after the cancellation of the applicable Paid Services; or (b) delete, and request that our Sub-Processors delete, such data (excluding in the case of (a) or (b) any of such data which is archived on back-up systems, which we shall securely isolate and protect from any further processing, except to the extent required by applicable law). Otherwise, we will delete the data you control in accordance with our data retention policy. This Section 5.9 does not apply to personal data held by Third Party Services.

6.   TRANSFER OF THE CONTROLLER CONTROLLED DATA

6.1   Data Controller agrees that the Data Processor may, store and process Controller Data in any other country in which Processor or any of its Sub processors maintains facilities.

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6.2   If the processing of Controller Controlled Data involves transfers of Controller Controlled Data out of the European Union or the EEA and the European Data Protection Legislation applies to the transfers of such data ("Transferred Personal Data"), Data Processor will if requested to do so by Controller, ensure that Data Processor as the data importer of the transferred Controller Controlled Data enters into Standard Contractual Clauses with Controller as the data exporter of such data, and that the transfers are made in accordance with such Standard Contractual Clauses.

6.3   If under the European Data Protection Legislation; Processor reasonably requires Controller to enter into Standard Contractual Clauses in respect of such transfers, Controller will do so.

7.   BREACH AND LIABILITY

The Main Agreement's regulation of breach of contract and the liability of each party under this Data Processing Agreement is subject to the exclusions and limitations of liability set out in the "Main Agreement" the consequences hereof shall apply equally to this Data Processing Agreement as if this Data Processing Agreement is an integrated part hereof. You agree that any regulatory penalties or claims by data subjects or others incurred by BlogVault in relation to Your Controlled Data that arise as a result of, or in connection with, your failure to comply with your obligations under this Data Processing Agreement or EU Data Protection Law shall reduce BlogVault's maximum aggregate liability to you under the "Main Agreement" in the same amount as the fine and/or liability incurred by us as a result.

8.   DURATION

The Data Processing Agreement shall remain in force until the Main Agreement is terminated.

9.   TERMINATION

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9.1 The Data Processor's authorization to process Personal Data on behalf of the Data Controller shall be annulled at the termination of this Data Processing Agreement.

9.2 The Data Processor shall continue to process the Personal Data for up to three months after the termination of the Data Processing Agreement to the extent it is necessary and required under the Applicable Law. In the same period, the Data Processor is entitled to include the Personal Data in the Data Processor's backup. The Data Processor's processing of the Data Controller's Personal Data in the three months after the termination of this Data Processing Agreement shall be considered as being in accordance with the Instruction.

9.3 At the termination of this Data Processing Agreement, the Data Processor and its Sub-Processors shall return the Personal Data processed under this Data Processing Agreement to the Data Controller, provided that the Data Controller is not already in possession of the Personal Data. The Data Processor is hereafter obliged to delete the Personal Data in original and including all copies and provide documentation for such deletion to the Data Controller.

10. CONTACT

The contact information for the Data Processor and the Data Controller is provided in the Main Agreement.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed the Data Processing Agreement:

For the **Data Processor**	For the **Data Controller**
Seal and Signature:	Seal and Signature:
Name: Akshat Choudhary	Name:
Designation: Director	Designation:
Date and Place: Bangalore. June 27, 2018	Date and Place:

SUB-APPENDIX A

Personal Data

The Data Processor processes the following types of Personal Data in connection with its delivery of the Main Services:

First Name

Last Name

Email address

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Website Address

Contact number

Industry you belong to

Username/password for social media accounts such as Facebook, Twitter, and Google

Location details

Internet Protocol Address

Contents of your website that you upload while using our Services

Payment information such as credit card/debit card number, CVV, expiration date, account number and PayPal account details.

SUB-APPENDIX B

Security Measures:

The Data Processor will, in regard to the Controller Controlled Data maintain appropriate and sufficient technical and organizational security measures to protect such data or information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. Such measures to include without limitation physical access control, logical access control (i.e. non-physical access control

measures such as passwords), data access control, data transfer control, input control, availability measures, and data separation.

SUB-APPENDIX C

The Data Processor uses the below sub-processors in the performance of the Main Services:

Sub-Processor Name	Location

Standard Contractual Clauses

For the purposes of The European Parliament and the Council's Regulation 2016/679 of 27 April 2016; on the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection:

Name of the Data Exporting Organization (Data Controller):

Address:

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Tel:

Email:

(the data exporter)

And

Name of the Data Importing Organization (Data Processor):

Address:

Tel:

Email:

(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 (1);

(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 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 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.

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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

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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 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

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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 (2)

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 organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)that it will promptly notify the data exporter about:

(i)any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

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(ii)any accidental or unauthorised access; and

(iii)any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)to make available to the data subject upon request a copy of the Clauses, or any existing contract for 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 of 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;

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(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.
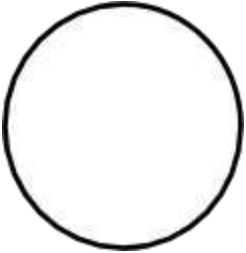
2.The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:
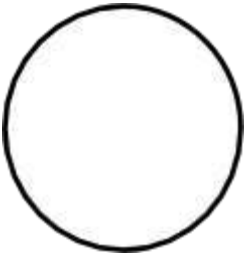
Name (written out in full):

Position:

Address:

	Signature:

On behalf of the data Importer:

Name (written out in full): Akshat Choudhary

Position: Director

Address: 4B HVS Apts, 1 Edward Road, Bangalore - 560017. India.

	Signature:

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

Data importer

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

Data Subjects

The personal data transferred concern the Data Exporter's end users including employees and the Data Exporter's End Users. Data Subjects also includes individuals collaborating and communicating with the Data Exporter's end users

Categories of data

The personal data transferred concern the following categories of data:

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- First Name
- Last Name
- Email address
- Website Address
- Contact number
- Industry you belong to
- Username/password for social media accounts such as Facebook, Twitter, and Google
- Location details
- Internet Protocol Address
- Contents of your website that you upload while using our Services

Special categories of data (if appropriate)
The personal data transferred relates to the special categories of data transferred by end users via the utilization of Exporter's services.

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

- Personal data may be processed for the following purposes: (a) to provide the "Main Services", (b) to respond to End User's support requests; and (c) otherwise to fulfill the obligations under the "Main Agreement".
- The Data Exporter instructs the Data Importer to process personal data in countries in which the Data Importer or its Sub-processors maintain facilities as necessary for it to provide the "Main Services".
- The Data Importer may engage Sub-processors to provide parts of the Service. The Data Importer will ensure Sub-processors only access and use the Data Exporter's personal data to provide the Service and not for any other purpose

DATA EXPORTER

Name:
Authorised Signature:

DATA Importer:

Name: Akshat Choudhary
Authorised Signature:

Appendix 2
to the Standard Contractual Clauses

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

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

The Data Importer currently abides by the security standards as specified in the Agreement. The Data Importer may update or modify these security standards from time to time but will not do so in a way that adversely affects the security of the Controller Controlled Data.