

Lithium Data Protection Agreement

This Lithium Data Protection Agreement (“DPA”) amends and supplements the Master Services Agreement between [REDACTED] (“Customer” or “data exporter”) and Lithium Technologies, LLC, on behalf of itself and its subsidiaries (“Lithium” or “data importer”) with the effective date of [REDACTED] (“MSA”) solely in regards to personal data. Except as amended herein all terms and conditions of the MSA remain unchanged. All terms used in this DPA and not defined herein shall have the meanings assigned to them in the Applicable Data Protection Law or in the MSA.

- “Applicable Data Protection Law” or “ADPL” means: Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation” or “GDPR”) and all other laws and regulations governing the processing of personal data and data privacy that apply to Lithium. The terms “controller”, “processor”, “data subject”, “personal data”, “processing”, “process”, and “subprocessor” shall have the meanings given in the ADPL.
- Protection of Personal Data. Each party shall comply with ADPL in regards to the export and processing of personal data.
- Processing. Except to the extent otherwise expressly stated in the MSA: (i) Customer is the controller of personal data included in the Content, and is the “data exporter”; (ii) Customer hereby appoints Lithium as a processor to process the personal data included in the Content, and is the “data importer”; (iii) Lithium shall process personal data as a processor as necessary to perform its obligations under the MSA and any Service Order signed by the parties and strictly in accordance with the written instructions of Customer as documented in the MSA and any Service Order signed by the parties, except where otherwise required by any applicable law. In the event that Lithium is otherwise required to process personal data by applicable law, Lithium will notify Customer without undue delay and the parties will cooperate to ensure that personal data is processed to the minimum extent required by applicable law, unless such notification is prohibited by applicable law on important grounds of public interest.
- Transfers. In regards to Customers with data subjects in the EEA, Lithium shall not transfer personal data outside of the EEA without Customer’s prior consent. Customer hereby consents to the transfer of, and/or access to, personal data by Lithium and/or Lithium’s subprocessors to (or from) areas outside of the EEA, provided that such transfer is carried out pursuant to either, at Lithium’s sole option: (i) the European Commission Standard Contractual Clauses (the “Clauses”); or (ii) the EU-US Privacy Shield program and the Swiss-US Privacy Shield program (collectively “Privacy Shield”).

During the term of the MSA, if Lithium relies on Privacy Shield as a basis for transfer of personal data outside of the EEA and if Privacy Shield is deemed invalid by a competent authority or otherwise superseded, then any such transfers of EEA personal data outside the EEA shall be conducted pursuant to the Clauses and Lithium and Customer will execute a copy of the Clauses at Customer’s request.

- Confidentiality. Lithium shall require that any subprocessor or individual that access to personal data is subject to a strict duty of confidentiality, and prohibited from using the personal data for any purpose other than providing the Services or as otherwise expressly

stated in the MSA.

- Data Security. Lithium shall maintain appropriate technical and organizational measures to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the personal data (“Security Incident”). Lithium shall provide reasonable assistance to Customer for Customer to comply with its own obligations under the APDL to maintain appropriate technical and organizational security measures. Lithium’s security measures are further described below:
 - Security Practices. Lithium shall adhere to security best practices in every aspect of its product development, deployment and operations life cycles. Security is incorporated into the design of the Lithium products and services and tested rigorously. Lithium conducts ongoing security vulnerability testing and regular security audits of its products and hosting environment to ensure continued compliance with its strict security standards. For additional information about the Lithium’s commitment to security, visit www.lithium.com/security and <http://spredfast.com/privacy-center>.
 - Audits. Lithium shall conduct annual SSAE 18 SOC audit and/or maintain ISO 27001 certification during the term of Services. Lithium shall, upon request, provide Customer a valid ISO 27001 certificate or SSAE 18 SOC Type II audit report covering the Subscription Services. Customer agrees that the foregoing fulfils Lithium’s audit obligations under ADPL, except for any additional audits required by an applicable data protection authority or regulatory body with authority over Lithium and/or Customer.
 - Security Incidents. In the event of a Security Incident, Lithium shall provide notice to Customer without undue delay and shall provide timely information and cooperation as required for Customer to fulfil its data breach reporting obligations under ADPL and other applicable law. Lithium shall further take all reasonable measures to remedy or mitigate the effects of the Security Incident and shall keep Customer informed of all such activities in connection with the Security Incident.
- Rights of Data Subjects. Lithium shall provide reasonable and timely assistance to Customer to respond to any request from a data subject for the correction, updating, or deletion of the data subject’s personal data. Lithium shall follow only Customer’s instructions in this regard. Customer hereby instructs Lithium to delete from Lithium’s systems, to the extent technically feasible, all personal data that has been deleted at the data subject’s request from Social Media Networks from whom Lithium has obtained the personal data. Additionally, Customer acknowledges that Lithium functions as a data processor of such social content. The Social Media Content lives on the relevant Social Media Network. Lithium cannot control the movement or location of any personal data that is under the control of a Social Media Network and Lithium does not have access or the ability to delete such Social Media Content.
- Data Impact Assessments. If Lithium believes that its processing of the personal data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform Customer and provide Customer with all such reasonable and timely assistance necessary to conduct a data protection impact assessment, and if necessary, consult with its relevant data protection authority.
- Subprocessors. Lithium shall not subcontract any processing of personal data which Lithium

processes as a data processor on behalf of Customer as a data controller to a third party (“subprocessor”) without Customer’s prior written consent. Customer hereby consents to Lithium’s engaging (and/or dismissing) subprocessors to process the personal data engaged as of the date of this MSA, and engaged or dismissed in the future, provided that: (i) in relation to future subprocessors, Lithium provides at least 30 days prior notice by posting at <https://community.lithium.com/t5/Policies-and-Guidelines/What-companies-are-subprocessors-to-Lithium/ta-p/207777> and additionally provides 30 days prior notice via email notification to any of Customer’s personnel who register (free of charge) at the aforementioned web page to receive such notification; (ii) Customer may object to the addition of a new subprocessor appointed by Lithium if Customer, in its reasonable discretion, believes that Lithium’s use of such new subprocessor would result in a violation of ADPL, in which case the parties agree to negotiate in good faith a mutually agreeable alternative. If no such alternative is agreed within two months of the objection, Customer will have the right to terminate, without penalty, any services for which personal data would be processed by the new subprocessor against which the objection was raised; (iii) Lithium shall require by written agreement each subprocessor’s compliance with the terms of this DPA; and, (iv) Lithium shall remain responsible for the subprocessor’s performance under this DPA and the MSA.

- Liability. Lithium’s liability to Customer (but not to data subjects) for any non-compliance with this DPA shall be limited: (a) up to the maximum fine prescribed by ADPL in regards to fines and/or penalties imposed on Lithium or Customer by any data protection authority or governmental authority; (b) in regards to data subjects, unlimited; and (c) in regards to all other damages, as set forth in the MSA.

The individuals signing below hereby represent that they are each an authorized representative of their respective companies and have executed this DPA as of the last date of signature below (“DPA Effective Date”). The processing subject to this DPA shall continue until the MSA is terminated in accordance with the provisions set out in the MSA.

Customer

Lithium Technologies, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____