

X-RITE LINK SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT

This X-Rite Link Software as a Service Agreement (“Agreement”) is by and between the X-Rite entity that executed Your Order Form (“X-Rite”) and the entity (corporation, limited liability company, limited partnership, etc.) set forth in the Order Form, on behalf of itself and its Authorized Users (“You or “Customer”). The term “Agreement” includes this X-Rite Link SaaS Agreement, Your Order Form, and any other document which is incorporated herein by reference. In case of conflicting terms, the following order of precedence shall apply: (i) The Order Form; (ii) the terms of this Agreement; (iii) any other document incorporated by reference.

This Agreement governs Your use of X-Rite Link however acquired, including via an authorized distributor or reseller of X-Rite. If acquired from an authorized distributor or reseller of X-Rite, this Agreement is by and between You and X-Rite Europe GmbH if You are located in Europe, or between You and X-Rite Incorporated, if You are located anywhere else in the World.

1. **Definitions.** Terms not otherwise defined herein shall have the following meanings:

“Access Credentials” means the user identification name and password and/or other access keys or controls for X-Rite Link.

“Authorized Users” means individuals authorized by You to access and use Your X-Rite Link account solely on your behalf, which may include Your employees including temporary employees, and/or on-premise contractors but no other third parties without X-Rite’s prior written consent. Authorized Users shall also include Your designated Shared Users solely with regard to the designated shared X-Rite Device(s) and Customer Data associated therewith.

“Customer Data” means any information transmitted to X-Rite Link via the X-Rite Devices or otherwise uploaded or stored to X-Rite Link by X-Rite or by you and your Authorized Users. Customer Data includes operational information about the X-Rite Devices such as device model, serial number and location; service care plan, warranty, NetProfiler, and certification information; service records, device sharing information and other information.

“Documentation” means user manuals, online help files, technical manuals, and other materials published by X-Rite which describe X-Rite Link and its uses, features, specifications, and/or technical requirements.

“Malicious Code” means (i) any code, program, or sub-program the knowing or intended purpose or effect of which is to damage or maliciously interfere with the operation of a computer system containing the code, program or sub-program, or to halt, disable, or interfere with the operation of the software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any person to circumvent without authorization the normal security of any software or system containing the code.

“Order Form” means the quote or order form issued by X-Rite that sets forth the X-Rite Link module that You are subscribing to, together with all other pertinent details of your subscription including, but not limited to: the applicable X-Rite Devices, Subscription Term, permitted numbers of Authorized Users, pricing, and any other terms or restrictions.

“Personal Data” shall have the same meaning as set forth in the Data Processing Addendum. Where this definition conflicts with the applicable Privacy Law, the applicable Privacy Law shall take precedence. “Consumer Data”, “Personal Information” or other equivalent expressions will have a corresponding meaning. This definition shall automatically adjust according to any subsequent amendments introduced by law. Personal Data does not include, aggregated, anonymized, pseudonymized, statistical, or metric usage data, derivative works, work product, or know how generated or developed in part or in whole, from Your or your Authorized Users’ use of X-Rite Link so long as such data cannot reasonably be re-identified.

“Privacy Law” means all laws and regulations of applicable countries and regions including but not limited to the United States, the European Union, the European Economic Area and/or their member states, Switzerland, the United Kingdom, and Brazil, applicable to or governing the Processing of Personal Data under the Agreement as they may be amended from time to time.

“Process, Processing, and Processed” means any operation or set of operations that is performed upon Personal Data or Processed Data, whether or not by automatic means, including, but not limited to, collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, blocking, deletion, erasure, or destruction.

“Processed Data” means all information that is collected by X-Rite, or to which X-Rite has access that relates to You and Your Authorized Users’ use of X-Rite Link or the X-Rite Devices. Processed Data includes, but is not limited to, Personal Data and Customer Data provided by You or Authorized Users and the results generated through use of X-Rite Link.

“Shared Device Visibility Feature” means the feature within X-Rite Link that enables You to share Customer Data concerning a specific X-Rite Device or set of X-Rite Devices with a Shared User. The sharing of Customer Data

through the Shared Device Visibility Feature remains active for the selected X-Rite Devices until disabled by You within such feature.

“Shared User” means a third-party that has a business relationship with You and with whom you choose to share the information available in X-Rite Link for a specific X-Rite Device or set of X-Rite Devices through the Shared Device Visibility Feature in furtherance of that business relationship. You shall designate Shared User(s) on an X-Rite Device by device basis (not at the account level).

“Subscription Term” means the length of Your subscription to X-Rite Link as set forth in the Order Form. The Subscription Term begins at the time X-Rite Link is made available to You regardless of the date of activation.

“Updates” means the release by X-Rite of bug fixes, patches, error corrections, workarounds, and other enhancements to X-Rite Link during the Subscription Term. Updates shall be considered a part of X-Rite Link and governed by this Agreement. Updates exclude new products or features for which X-Rite generally charges a separate license fee or upgrade fee.

“X-Rite Link” means the X-Rite Link internet-based platform that is designed to be used in connection with X-Rite Devices owned by You in order to provide You and Your Authorized Users and other Shared Users with information about Your X-Rite Devices including, but not limited to, device model, serial number and location; service care plan, warranty, NetProfiler, and certification information; service records and device sharing information; and the ability to download Firmware updates and to send and receive other files to and from the X-Rite Devices. Some of the foregoing information may be collected and transmitted to X-Rite through the X-Rite Devices. X-Rite hosts and provides the infrastructure necessary to host and operate X-Rite Link including all hardware, software, applications, data storage, and infrastructure. X-Rite Link may also include copies of Documentation associated with the X-Rite Devices.

“X-Rite Devices” means X-Rite color measurement devices and other X-Rite products that for some models are internet-connected devices that seamlessly collect and transmit information to X-Rite Link. This Agreement does not govern the purchase, delivery, maintenance or support services for the X-Rite Devices themselves.

2. License Grant. During the Subscription Term, X-Rite hereby grants to You and Your Authorized Users a non-exclusive, non-transferable, non-sublicensable, limited right to access and use X-Rite Link to manage Your X-Rite Devices for Your internal business purposes, subject to the terms of Your Order Form, the Documentation, and this Agreement. All rights not expressly granted to You are reserved to X-Rite. The foregoing grant includes the right for You to share X-Rite Device specific information with a Shared User through the Shared Device Visibility Feature subject to the terms of this Agreement.

3. Usage Restrictions. In addition to any other limitations set forth herein and/or in the Order Form, you agree (i) not to copy, download, modify or translate any software and/or database hosted as part of X-Rite Link in any manner not authorized by this Agreement; (ii) not to reverse engineer, decompile, or disassemble any software and/or database hosted as part of X-Rite Link, or otherwise attempt to discover the underlying source code of X-Rite Link; (iii) not to tamper with, bypass or alter the security features of X-Rite Link or any of the hosted infrastructure, (iv) not to rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or use X-Rite Link to run an outsourcing business; (v) not to use X-Rite Link or its Documentation in violation of any law, regulation, or rule including for any illegal, obscene or threatening purpose; and (vi) not to use X-Rite Link or its Documentation for purposes of competitive analysis, the development of a competing software product or service, or any purpose that is detrimental to X-Rite or to its commercial disadvantage. Further, You may not provide any access to X-Rite Link or any features or functionality of X-Rite Link to any person or entity other than Your Authorized Users including by transferring an X-Rite Device, except that you may share X-Rite Device specific information with a Shared User through the Shared Device Visibility Feature. This Agreement shall terminate and be of no force and effect with regard to any X-Rite Device that you transfer to a third party and you must promptly notify X-Rite to deactivate and remove any such transferred X-Rite Device from Your X-Rite Link account.

4. Your Obligations; Customer Data.

4.1 Only Authorized Users may use X-Rite Link and solely for Your internal business purposes. By granting Your Authorized Users access to X-Rite Link, You acknowledge and agree that Your Authorized Users shall have access to Your Customer Data and that X-Rite shall not be responsible or liable for any misuse of X-Rite Link or Customer Data by any such Authorized Users. All use of X-Rite Link by Your Authorized Users must comply with this Agreement. Your Authorized Users will be granted access to X-Rite Link through individual usernames and passwords. You will ensure that each Authorized User uses a unique username and password and that such usernames and passwords are not shared. You shall promptly notify X-Rite if any Authorized User's username or password has been or is suspected of being lost, stolen or compromised. You are liable for and shall indemnify and hold X-Rite and its officers, directors, employees, affiliates and agents harmless from any damages, claims or

expenses arising from Your or Your Authorized Users' breach of this Agreement (including the entirety of this Section 4 and any terms incorporated by reference into this Agreement) and for any use of X-Rite Link through Your Access Credentials. You shall implement appropriate security measures to safeguard Your Access Credentials.

4.2 You must maintain all hardware, software and network connectivity needed to connect to X-Rite Link, including but not limited to the minimum (system) requirements set forth in the Documentation, if any.

4.3 You grant X-Rite a perpetual, worldwide, irrevocable, royalty-free license, with the right to grant sublicenses, to use the Processed Data for the purpose of providing and improving X-Rite Link (including for diagnostic purposes) and to analyze trends, perform market research, and to develop and provide services to You and others. You represent and warrant that You are the owner of, and have all necessary right and permissions in the Customer Data to permit X-Rite to use the same in accordance with this Agreement without violating the rights of any third party. By using the Shared Device Visibility Feature of X-Rite Link, You represent and warrant that You have all rights, permissions and consents necessary to share the Customer Data associated with the designated X-Rite Devices with the designated Shared User(s) and acknowledge and agree that the Shared User will have access to the Customer Data available for the selected X-Rite Device. You are solely responsible for sharing the Customer Data with a Shared User and agree to indemnify and hold X-Rite and its affiliates harmless from any and all losses and damages that may arise as a result of the sharing of Customer Data with a Shared User.

4.4 You will use reasonable security precautions in light of Your use of X-Rite Link, including encrypting any information while in transit to or from X-Rite Link which identifies an individual. You agree to implement commercially reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code in X-Rite Link.

4.5 You will reasonably cooperate with any investigations or audits by X-Rite into service outages, security problems, connectivity issues with the X-Rite Devices, and/or suspected breaches of this Agreement. You will not seek to block or otherwise interfere with such investigations or audits. You agree to allow X-Rite access to Your premises, computers (including, but not limited to, hardware, software and network X-Rite Link Services) and personnel at all reasonable times for the purposes set forth in this Section 4.5.

5. Personal Data.

5.1 Each party agrees to transmit and Process any Personal Data provided by the other party under this Agreement in accordance with the terms X-Rite's Data Processing Addendum ("DPA") attached hereto as Exhibit A and X-Rite's Privacy Policy ("Privacy Policy") located at (<https://www.xrite.com/legal/privacy-policy>). By entering into this Agreement, You agree to the terms of the DPA and the Privacy Policy on behalf of Yourself and Your Authorized Users. The DPA and the Privacy Policy are incorporated into this Agreement by reference.

5.2 Each party is responsible for ensuring compliance with all applicable Privacy Laws. Where You provide access to Personal Data by your Authorized Users or through the use of Your Access Credentials, You shall be responsible for notifying individuals where Personal Data relating to them may be accessible by Authorized Users or through the use of Your Access Credentials.

6. X-Rite Security. X-Rite shall implement and maintain appropriate technical, physical and organizational controls to secure X-Rite Link and to protect the security, confidentiality and integrity of the Customer Data. X-Rite will also implement and maintain industry standard anti-virus and encryption software to prevent the introduction and proliferation of Malicious Code into X-Rite Link.

7. Intellectual Property Rights.

7.1 X-Rite Link and associated software and databases are owned by X-Rite (and its licensors) and are protected by applicable intellectual property laws and regulations, including United States and international copyright laws. As between the parties hereto, X-Rite retains all right, title and interest in and to X-Rite Link and any derivative works that are created and/or developed based, in whole or in part, on access to and use of X-Rite Link. Nothing herein shall operate to transfer or convey to You any rights in X-Rite Link and/or software or databases hosted as part of X-Rite Link. You agree to promptly notify X-Rite if You become aware of, or suspect any unauthorized, access, use or misuse of X-Rite Link. Similarly, You retain all right, title and interest in and to Your Customer Data. To the extent You provide X-Rite with any feedback, ideas, or technical improvement suggestions about X-Rite Link ("Feedback"), You acknowledge and agree that X-Rite will be the owner of all such Feedback and may use and incorporate the Feedback into X-Rite Link without compensation or attribution to You. Further, You acknowledge and agree that X-Rite shall have the right to anonymize and aggregate Processed Data and use it for X-Rite's own purposes including to analyze trends, perform market research, to improve X-Rite Link, and to develop other products and technologies and that X-Rite will own all such anonymized Processed Data.

7.2 All trademarks on or related to X-Rite Link are the sole and exclusive property of X-Rite and are protected by US and international trademark laws. Nothing in this Agreement shall give You any right, title, or interest in or to X-Rite's trademarks, nor give You any right to use X-Rite's trademarks for any purpose without the prior written approval of X-Rite. You agree that You will do nothing inconsistent with X-Rite's ownership of its trademarks and will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to any of X-Rite's trademarks.

8. Confidentiality

8.1 Each party, as a recipient ("Recipient"), agrees to use the disclosing party's ("Discloser") Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement. Recipient will not disclose Discloser's Confidential Information to any third party other than its Authorized Recipients. As used herein, "Authorized Recipients" are a party's and its affiliates' officers, employees, agents and consultants who require access to the Confidential Information for the purpose set forth in this Agreement and who are bound by confidentiality obligations at least as stringent as those set forth herein. Shared Users designated by You shall also constitute Authorized Recipients of Your Customer Data associated solely with the designated shared X-Rite Devices. Recipient shall use commercially reasonable standards to protect the Confidential Information from disclosure using equal measures as it uses to protect its own Confidential Information of a similar nature.

8.2 The obligations set forth in this Section 8 shall survive until five (5) years from the termination or expiration of this Agreement except with regard to trade secret information which shall be protected for the statutory period, and Personal Data which shall be protected for so long as in Recipient's possession.

8.3 "Confidential Information" refers to any proprietary information, software, data or know-how of the Discloser that is disclosed under this Agreement which is marked as confidential, or which a reasonable person would understand to be confidential based on the context of the disclosure or the nature of the information. For purposes of clarification, X-Rite Link and Documentation shall be X-Rite's Confidential Information and the Customer Data shall be Your Confidential Information except to the extent that it has been anonymized and aggregated by X-Rite and is no longer be attributable to You or any Authorized User. Confidential Information does not include information which the Recipient may demonstrate through written evidence: (i) was already known to the Recipient prior to the time that it was disclosed by the Discloser; (ii) is or has entered the public domain through no breach of this Agreement by Recipient; (iii) has rightfully been received by Recipient from a third party without any breach of this Agreement; (iv) was approved for release by the written consent of the Discloser; (v) was independently developed by the Recipient without use of the Discloser's Confidential Information; or (vi) was required to be disclosed pursuant to the order of a court or governmental agency of competent jurisdiction provided that the Discloser has, if permitted by law, been given reasonable notice of the order and the opportunity to contest the disclosure and any such disclosure is limited strictly to the Confidential Information which is the subject of such order.

9. Term & Termination; Suspension.

9.1 Term. This Agreement shall continue in full force and effect during the Subscription Term. You may terminate this Agreement as set forth in the Order Form or as otherwise described herein. This Agreement shall automatically renew upon the expiration of the Subscription Term for successive, one (1) year renewal terms if not terminated by You upon the giving of 30 days' written notice prior to the end of the then current term. Either party may also terminate this Agreement for convenience at any time upon the giving of 30 days' notice; provided, however, that X-Rite shall not be under any obligation to refund any prepaid fees or charges if You terminate this Agreement without cause.

9.2 Termination or Suspension. X-Rite may, at its option, terminate this Agreement for cause or suspend X-Rite Link if: (i) X-Rite reasonably believes that X-Rite Link is being used in violation of law; (ii) Your use of X-Rite Link interferes with the normal operations of X-Rite Link or other customer's use of the same; (iii) there is an attack on X-Rite Link or Your server(s), Your server is accessed or manipulated by a third party without Your consent, or there is another event for which X-Rite reasonably believes suspension of X-Rite Link is necessary to protect the X-Rite network or X-Rite's other customers; (iv) Your payment of any invoiced amount is overdue and You fail to pay the overdue amount within ten (10) days of X-Rite's written notice; (v) You breach any obligation relating to X-Rite's (or its suppliers') intellectual property rights; or (vi) You materially fail to comply with any other provision of this Agreement and do not remedy that failure within fifteen (15) days of X-Rite's notice to You describing the failure in reasonable detail. X-Rite will endeavor to give You advance notice of pending suspension or termination under this Section of at least twelve (12) hours unless X-Rite determines, in X-Rite's reasonable commercial judgment, that a suspension on no or shorter notice is necessary to protect X-Rite, its customers, or others. You may terminate this Agreement for X-Rite's material breach which remains uncured after the giving by You of not less than thirty (30) days' prior written notice of the breach to X-Rite.

9.3 Effect of Termination. Upon termination of this Agreement: (i) You will cease using X-Rite Link; (ii) each party shall continue to protect Confidential Information in accordance with Section 8; and (iii) You will permanently delete from any hardware and storage device all downloads and backup copies of any X-Rite information obtained from X-Rite Link. Upon request, You agree to provide X-Rite with written certification by an authorized officer that all information from X-Rite Link has been removed and deleted from all of Your hardware and storage devices. Termination of this Agreement will not relieve a party from any accrued payment obligations. X-Rite will not be liable to You for any claims or damages of any kind arising out of the termination or suspension of this Agreement in accordance with this Section 9.

10. Fees and Payment Terms.

10.1 Fees. Fees for X-Rite Link are payable as set forth in the Order Form ("Fees"). X-Rite may increase the Fees for any renewal term by providing You with notice of the impending increase in fees not less than thirty (30) days prior to the commencement of such renewal term and the resulting increase in fees. Your continued use of X-Rite Link following such a fee increase will be considered acceptance of the fee increase. In the event that You do not agree to an increase in Fees, Your sole remedy will be to terminate this Agreement effective as of the date of the renewal increase upon written notice to X-Rite.

10.2 Invoices. Invoices are due within thirty (30) days of receipt of the applicable invoice. X-Rite may suspend X-Rite Link or terminate this Agreement for non-payment by You, as set forth in Section 9. You will pay a late fee equal to one-and-one-half percent (1.5%) per month or the maximum amount allowed by law, if less, on all past due amounts. You are also liable for all costs of collection incurred by X-Rite for past due sums, including without limitation, collection agency fees, reasonable attorneys' fees and court costs.

10.3 Taxes. You are responsible for the payment of all applicable local and federal sales, use, value added, personal property or other taxes and duties which may be levied or assessed in connection with Your use of X-Rite Link (excluding any taxes based on X-Rite's net income or property). If X-Rite is required by law to collect taxes on the provision of X-Rite Link to You, You must pay X-Rite the amount of the tax that is due or provide X-Rite with satisfactory evidence of Your exemption from the tax.

11. Support Services.

X-Rite Link does not include, and X-Rite will not provide access to, any third-party support, client-side hardware or software support, programming training, hardware or software not set forth in the Order Form. Throughout the Subscription Term, X-Rite shall release and install Updates on an as-needed basis to maintain X-Rite Link in conformance with its Documentation. All Updates shall be released in a manner designed to minimize any disruption to Your business.

12. Representations and Warranties; Disclaimers.

12.1 X-Rite warrants that it will provide X-Rite Link in a professional and workmanlike manner, in accordance with applicable industry standards in the country in which X-Rite is located. Your sole and exclusive remedy for any breach of the foregoing warranty is set forth in the End User Remedy paragraph below. Further, X-Rite does not represent or warrant that X-Rite Link will be uninterrupted, error-free, or completely secure.

12.2 You represent and warrant that Your use of X-Rite Link will be in compliance with any and all applicable laws, rules and regulations and that You have all sufficient rights, title, and interests in and to any Customer Data and all necessary permissions to upload and use the Customer Data within the Services and to grant X-Rite license to use the Customer Data on the terms set forth in this Agreement.

12.3 EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, X-RITE PROVIDES ACCESS TO X-RITE LINK AND ANY SUPPORT SERVICES ON AN "AS IS" "WITH ALL FAULTS" BASIS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT, LACK OF VIRUSES, AND LACK OF NEGLIGENCE, ALL WITH REGARD TO X-RITE LINK, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH X-RITE LINK, OR OTHERWISE ARISING OUT OF THE USE OF X-RITE LINK. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO X-RITE LINK AND X-RITE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN X-RITE LINK WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF, OR ACCESS TO, X-RITE LINK WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN X-RITE LINK WILL BE CORRECTED.

12.4 End User Remedy. X-Rite's entire liability and Your exclusive remedy for any breach of the limited warranty set forth in Section 12.1 above shall be, at X-Rite's option, either (i) refund the price paid for access to X-Rite Link at which time You will cease using X-Rite Link and shall comply with the terms of Section 9.3, or (ii) modify X-Rite Link so that it becomes conforming to the warranty. The limited warranties set forth in this Agreement are void if failure of X-Rite Link to conform has resulted from accident, abuse, misapplication, unauthorized use of X-Rite Link, or if You modify the information obtained from X-Rite Link.

13. LIMITED LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL X-RITE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST DATA, RELATING TO X-RITE LINK AND RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SERVICES OR OTHERWISE ARISING OUT OF THE USE OF OR FAILURE TO USE X-RITE LINK AND RELATED SERVICES, WHETHER OR NOT DUE TO X-RITE'S NEGLIGENCE. X-RITE WILL NOT BE LIABLE FOR ANY DIRECT DAMAGES, EXCEPT AS EXPRESSLY PROVIDED UNDER THE "END USER REMEDY" SECTION ABOVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

14. Export Regulation. You agree to abide by and to conform to any and all export regulations in force during this Agreement that are applicable to You or X-Rite Link provided, including but not limited to any export rules and regulations of the United States of America. You understand that these regulations may prohibit the export or re-export of Documentation, and any information or technical data related to X-Rite Link. X-Rite Link and the underlying information and technology may not be accessed, downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Libya, North Korea, Iran, Sudan, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

15. Modifications. X-Rite reserves the right to change or modify the terms of this Agreement upon written notice to You. All such changes will: (a) be applied prospectively; and (b) will apply to all similarly situated users of X-Rite Link. If any changes to this Agreement are unacceptable to You, You may terminate your access to X-Rite Link by providing ten (10) days' written notice of termination to X-Rite, delivered at any time within sixty (60) days of the effective date of the change. Continued use of X-Rite Link following the effective date of any changes constitutes Your acceptance of the changes, but does not affect the foregoing right of termination. For purpose of this Section 15 the posting of an updated copy of this Agreement to X-Rite's website at www.xrite.com/termsandconditions shall constitute written notice of the change(s) to this Agreement.

16. Miscellaneous.

16.1 Except as otherwise provided herein, notices under this Agreement will be deemed to be sufficiently given, effective on the date received, when delivered personally or by overnight express, or nationally recognized courier services, or three (3) business days after mailing when sent by certified or registered mail, postage prepaid. Notice required to be given to You hereunder will be sent to the address specified in the Order Form at the attention of Your designated contact person. Notice required to be given to X-Rite should be sent to Your designated X-Rite Sales Representative with a copy to X-Rite at the address provided in the Order Form.

16.2 The Order Form together with this Agreement and any other terms and conditions incorporated into this Agreement by reference constitutes the complete agreement between X-Rite and You regarding use of X-Rite Link and supersedes all previous communications between the parties relating to the subject matter herein.

16.3 You may not assign this Agreement or the license granted hereunder without X-Rite's prior written consent. X-Rite's failure to enforce any rights hereunder, irrespective of the length of time for which such failure continues, shall not constitute a waiver of those or any other rights.

16.4 If this Agreement is between You and X-Rite, Incorporated, this Agreement shall be governed by the laws of the State of Michigan without reference to its conflicts of law principles and you consent to the exclusive personal jurisdiction and venue of the federal and state courts located in Kent County, Michigan. If this Agreement is between You and X-Rite Europe GmbH or X-Rite GmbH, this Agreement shall be governed by the laws of Switzerland without reference to its conflicts of law principles and you consent to the exclusive personal jurisdiction and venue of the courts located in Zurich, Switzerland. If this Agreement is between You and any other X-Rite entity, this Agreement shall be governed by the laws of the country where such X-Rite entity is located without reference to its conflicts of law principles and you consent to the exclusive personal jurisdiction and venue of the courts located in such country. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from

application to this Agreement. The parties agree that any claim arising out of or related to this Agreement must be brought within one (1) year after the date it first accrued.

16.5 Portions of X-Rite Link may utilize or include third party software, open source software, and other copyrighted material. Information for such third party or open source software will be available via a link accessible within X-Rite Link. Use of such third party or open source software is governed exclusively by their respective terms and not by this Agreement.

16.6 Except for payment obligations, neither party shall be held responsible for any delay or failure in its performance to the extent that such delay or failure is caused by causes beyond its reasonable control.

16.7 If any part of this Agreement is found unenforceable by a court of competent jurisdiction, such provision(s) will be ineffective to the extent of the court's ruling and the remainder of this Agreement will remain in full force and effect. The waiver by a party of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach. The parties' relationship is that of independent contractors. Neither party is an agent for the other, nor does either party have the right to bind the other to any agreement with a third party. The captions used in this Agreement are for convenience only and are not binding.

EXHIBIT A

**X-RITE LINK
DATA PROCESSING ADDENDUM**

This Data Processing Addendum, including its Exhibits, Schedules, and Appendices, (collectively, “**DPA**”) is incorporated into and forms part of the X-Rite Link Software-as-a-Service Agreement or other written or electronic agreement which includes contracts, order forms and statements of work, or similar documents (all together the “**Agreement**”), between the X-Rite entity as identified in the Agreement, on behalf of itself and its Affiliates (collectively, “**Company**”) and the **Customer**, as identified in the Agreement, for the purchase of services (including associated Company offline or mobile components) from Company, set forth in the Agreement (collectively, “**Services**”).

In the course of providing the Services to Customer pursuant to the Agreement, Company may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates or Customer Group, if and to the extent Company processes Personal Data for which such Authorized Affiliates or Customer Group qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and its Authorized Users, Customer’s Affiliates, and/or Customer Group.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Company and Customer are each individually a “party” to this Addendum and collectively referred to herein as the “parties”.

The parties agree that:

- (A) The Customer wishes to receive, and Company wishes to provide services under existing and/or future agreement(s) between the parties,
- (B) The Company may therefore process personal data, subject to Privacy Law on behalf of Customer as a consequence of the Agreement,
- (C) The Parties may also require a lawful transfer mechanism to transfer (or fulfil onward obligations of a transfer) of personal data and where required have agreed to use the mechanism set out at **Schedule 3 and Schedule 5**,
- (D) Privacy Laws provide that such processing shall be governed by a written agreement,
- (E) The parties therefore through execution of the Agreement, enter into this DPA to satisfy such requirement,
- (F) The parties agree to the onward transfer of personal data to the United States as may be necessary to provide Services under the Agreement, and
- (G) The parties will, in good faith, enter in to a new DPA in the event of a change in Privacy Law.

1. SCOPE

- 1.1.** Company is the Controller of the Personal Data it provides to Customer. The actions of Company as Controller are outside the scope of this DPA and, as needed, are covered within the Agreement.
- 1.2.** This DPA applies to Personal Data which Company or Company Group Processes as a Processor on behalf of Customer as the Controller.
- 1.3.** The subject matter, nature and purpose of the Personal Data provided under this DPA are as specified in the Agreement and the type of Personal Data, categories of Data Subject, and duration of Processing are listed at **Schedule 2**.
- 1.4.** Company and Customer shall comply with any changes to this DPA that are necessary under applicable Privacy Laws.

2. COMPLIANCE

- 2.1.** The parties will reasonably comply with applicable Privacy Laws as they apply to the use of or provision of Services.

- 2.2. Company (i) will only act on documented instructions contained within the Agreement regarding the Processing of Personal Data, (ii) will not Process Personal Data for any purposes other than for the purpose(s) specified in the Agreement, and (iii) will not disclose or sell Personal Data to any third party unless requested to do so by Customer or required by law. Notwithstanding the prior statement, Customer understands and acknowledges that Company may share Customer data with Company Group from time to time. Company shall notify Customer if it believes that the instructions infringe applicable Privacy Laws, unless informing Customer is prohibited by law or important grounds of public interest.
- 2.3. Where disclosure is required by law, Company will (to the extent permitted by law, subpoena, or the requesting regulatory body) inform Customer in advance of making the disclosure and will co-operate with Customer to limit the scope of the disclosure to what is strictly required by law.
- 2.4. Customer represents and warrants that it has all necessary legal rights, title, consents, and authority to provide the Personal Data to Company to Process as described herein.
- 2.5. The parties acknowledge and agree that in case of conflict between this DPA and the Agreement this DPA will prevail.
- 2.6. Company shall make available to Customer information necessary to demonstrate compliance with this DPA and Privacy Law.

3. CONFIDENTIALITY AND SECURITY

- 3.1. Having regard to industry standards, best practices, and cost of implementation, Company has implemented and will continue to implement appropriate physical and technical measures (including the use of encryption) and organizational measures to avoid unauthorized or unlawful Processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the Processing and the nature of the Personal Data to be protected.
- 3.2. Company will take reasonable steps in regard to the reliability of any of its employees who have access to the Personal Data, including training and confidentiality obligations for all such employees in Privacy Law and requiring such employees to maintain confidentiality with respect to the Personal Data. Company will limit access to the Personal Data (including when in a test environment) to those of its employees who have a business need for access.
- 3.3. Company maintains security incident management policies and procedures and shall notify Customer without undo delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer's Personal Data, transmitted, stored or otherwise Processed by Company or its Sub-Processors of which Company becomes aware (a "**Customer Data Event**"). Company shall make reasonable efforts to identify the cause of the Customer Data Event and take those steps as Company deems necessary and reasonable in order to remediate the cause of the Customer Data Event to the extent the remediation is within Company's reasonable control. Company shall also co-operate with Customer's investigation and at Customer's cost provide such reasonable assistance requested by Customer in order for Customer to comply with its obligations under Privacy Law. The obligations herein shall not apply to incidents that are caused by Customer, Customer Group, Customer's Affiliates or Customer's Authorized Users.
- 3.4. Company has obtained third-party certifications to verify the adequacy of its security measures. These certifications include audits which: (a) are performed at least annually; (b) may be performed according to ISO 27001 standards or such other alternative standards that are reasonably equivalent to ISO 27001; and (d) may result in the generation of an audit report ("**Audit Report**") which will be Company's Confidential Information. Customer can review Company's third-party security certifications and accreditations at <https://www.xrite.com/page/iso-quality-standards>, which may be updated from time to time.
- 3.5. Upon Customer's written request, at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Company shall make available to Customer that is not a competitor of Company (or Customer's independent, third-party auditor that is not a competitor of Company) a copy of Company's then most recent Audit Report or certifications, as applicable.

4. COOPERATION

- 4.1. Company shall retain Customer Data, including Personal Data, in accordance with this DPA, the procedures and timeframes specified in the Company's Privacy Policy (<https://www.xrite.com/legal/privacy-policy>), Company's internal records management and retention policies, and all applicable laws. Where there is a conflict the order of precedence shall be as follows: (1) applicable laws, (2) this DPA, (3) Company's Privacy Policy, and (4) Company's internal records management and retention policies.
- 4.2. Upon Customer's written request, termination or expiry of the Agreement, Company shall, at Customer's election, delete or return to Customer all relevant Personal Data (including copies) in Company's possession, save to the extent that Company is required by any applicable law to retain some or all of the Personal Data.
- 4.3. Company shall implement measures to assist Customer in complying with the rights of the Data Subjects.
- 4.4. Company will notify Customer promptly if Company receives any enquiry or complaint from a supervisory authority or Data Subject about the processing of their Personal Data. Company will co-operate with Customer to permit it to respond to such enquiry or complaint.
- 4.5. Company shall provide reasonable assistance to Customer in relation to any data protection impact assessment or prior regulatory consultation that Customer to the extent required under Privacy Laws.
- 4.6. Upon receipt of Customer's written notice to (privacy@xrite.com) no less than thirty (30) days prior to assessment, Company will permit Customer to take reasonable steps during normal business hours, at Customer's cost, and subject to the confidentiality obligations set forth in the Agreement, to assess compliance by Company with its obligations under this DPA as it applies to the Services provided at the time of the assessment, including by inspecting Company's data processing facilities, procedures and documentation (limited to a maximum of one (1) inspection in any twelve (12) month period, or such further occasions as may be required by Privacy Law). Customer hereby agrees:
 - 4.6.1. to limit any inspection to the extent reasonably necessary to confirm such compliance,
 - 4.6.2. to enter into a confidentiality agreement (in a form reasonably acceptable to the parties) in respect of any information that its representative may incidentally be provided access to while carrying out an inspection,
 - 4.6.3. to ensure that Customer's personnel shall comply with all Company's security and data privacy policies at the relevant Company locations and shall always be accompanied by a representative of Company, and
 - 4.6.4. to indemnify and hold Company harmless against any loss or damage to Company or claim arising from the negligence of Customer's personnel whilst such personnel are carrying out the activities described in this *Section 4*.

5. SUB-PROCESSORS

- 5.1. Customer acknowledges and agrees that Company may use Sub-Processors and Company Group to Process Customer Data, including Personal Data. Company may continue to use such Sub-Processors already engaged by Company as of the date of this DPA and listed at **Schedule 1** (subject to Sub-Processors meeting the obligations set out in this DPA).
- 5.2. Customer will register and keep up to date in accordance with **Schedule 4** the relevant email address(es) of its personnel to receive notice of a new Sub-Processor (including full details of the processing to be undertaken).
- 5.3. If on receipt of a notification received under *Section 5.2* Customer notifies Company in writing (privacy@xrite.com) within thirty (30) days of any reasonable objections to an appointment of a Sub-Processor, Company shall, to the best of its ability and so long as it does not negatively impact other customer's use of Company's services, halt the prospective or active processing of Customer's Personal Data until reasonable steps have been taken to address Customer's objections.

- 5.4. In the event Customer's reasonable objection to a new Sub-Processor, as permitted in *Section 5.3*, Company will:
- 5.4.1. use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-Processor without unreasonably burdening Customer.
 - 5.4.2. If Company is unable to reasonably make available such change within a reasonable period of time to be agreed to by the parties in good faith, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Company without the use of the objected-to new Sub-Processor by providing written notice to Company at its address set forth in the Agreement. Company will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.
- 5.5. Company shall enter into a written agreement or other binding legal act under European Union, European Union Member State or United Kingdom law with each Sub-Processor which imposes the same obligations on that Sub-Processor as are imposed on Company under this DPA and the Agreement.
- 5.6. Company shall remain liable to Customer for any Sub-Processor's Processing of the Personal Data under this DPA and the Agreement.

6. INTERNATIONAL DATA TRANSFERS

- 6.1. To the extent that the processing of Personal Data by Company, Company Group, and/or any of Company's Sub-Processors involves the transfer of Personal Data to a territory that does not provide an adequate level of protection under applicable Privacy Laws or by declaration of the applicable Supervisory Authority, the parties undertake to provide appropriate safeguards in accordance with Privacy Law in the form of a European Union and/or United Kingdom approved Standard Contractual Clauses set out at **Schedule 3** and **Schedule 5**.
- 6.1.1. For the purposes of this *Section 6*, Supervisory Authority means an independent public authority as established by Data Protection Laws and/or regulatory bodies including but not limited to an the Information Commissioner's Office under GDPR, the United Kingdom and the EU Member States, the Autoridade Nacional de Proteção de Dados in Brazil, and Information Regulators in South Africa. "Regulatory Authority" will have a corresponding meaning.
 - 6.1.2. Where the Standard Contractual Clauses have been adopted in whole or in part under or where substantially similar contractual clauses have been adopted under Privacy Laws outside of European Union, European Union Member State or United Kingdom, the parties agree the Standard Contractual Clauses as set forth in **Schedule 3** and **Schedule 5** shall be deemed a sufficient mechanism for the legal transfer of Personal Data.
 - 6.1.3. The parties understand and acknowledge that the Standard Contractual Clauses may be updated from time to time. As set forth in Commission Decision 2004/915/EC with relevant sections completed. In the event of any conflict between the Standard Contractual Clauses maintained by Company and the official version set forth by in Commission Decision <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915>, the version maintained by the Official Journal of the European Union shall control.
 - 6.1.4. Notwithstanding Section 6.1.3 the parties agree to work together, in good faith, and implement any new terms or additions to the Standard Contractual Clauses as may be necessary.
- 6.2. Notwithstanding *Section 2.5* above in case of conflict between the DPA, the Agreement and the Standard Contractual Clauses mentioned in *Section 6.1* above the Standard Contractual Clauses shall prevail.
- 6.3. In the event that Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the Standard Contractual Clauses.

7. **GENERAL**

- 7.1. Company has personnel responsible for the protection and Processing of Personal Data. The appointed personnel may be reached at privacy@xrite.com.
- 7.2. This DPA shall be governed by and construed in accordance with the laws of the jurisdiction listed in the Agreement and those laws shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this DPA.
- 7.3. In the event that any one or more of the provisions of this DPA shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this DPA shall continue in full force and effect and the parties will negotiate in good faith to substitute a provision of like effect and intent to that deemed to be unenforceable.
- 7.4. All limitations of liability, indemnification, and confidentiality obligations as applicable to this DPA, shall be the same the Agreement.
- 7.5. The obligations of the parties under this DAP shall survive the termination of the Agreement until such time as either or both parties no longer Process Personal Data.

DEFINITIONS

In this DPA, the following words and phrases shall have the following meanings, unless inconsistent with the context or as otherwise specified:

Affiliate: means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity

Authorized Affiliates: means any of Customer’s Affiliate(s) which is subject to the Data Protection Laws and regulations and (b) is permitted to use the Services pursuant to the Agreement between Customer and Company, but has not signed its own Order Form with Company and is not a “Customer” as defined under this DPA.

Authorized Users: *as defined in the Agreement*

Company Group: means Company and its Affiliates, subsidiaries, brands, and partners, engaged in the Processing of Personal Data, along with Company’s parent company, Danaher Corporation. Lists of Company’s brands, subsidiaries, and partners can be found at <https://www.xrite.com/page/our-brands> and <https://www.xrite.com/partner-locator>.

Controller: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

Customer Group: means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed Order Forms.

Customer Data: *as defined in the Agreement*

Data Subject: means the identified or identifiable person to whom Personal Data relates, including as applicable any “consumer” or other equivalent expressions will have a corresponding meaning. This definition shall automatically adjust according to any subsequent amendments introduced by law.

Personal Data: means information, in any form or format, that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an identified or identifiable natural person. Where this definition conflicts with the applicable Privacy Law, the applicable Privacy Law shall take precedence. “Consumer Data”, “Personal Information” or other equivalent expressions will have a corresponding meaning. This definition shall automatically adjust according to any subsequent amendments introduced by law.

Privacy Law(s): means all laws and regulations of applicable countries and regions including but not limited to the United States, the European Union, the European Economic Area and/or their member states, Switzerland, the United Kingdom, and Brazil, applicable to or governing the Processing of Personal Data under the Agreement as they may be amended from time to time.

Processing: means any operation or set of operations which is performed on 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. “Process”, “Processes”, and “Processed” will have a corresponding meaning.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller. “Service Provider” or other equivalent expressions will have a corresponding meaning. This definition shall automatically adjust according to any subsequent amendments introduced by law.

Standard Contractual Clauses: means the agreement executed by and between Customer and Company and attached hereto as **Schedule 3** and **Schedule 5** pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 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, and which may be updated from time to time.

“**Sub-Processor(s)**” means any Processor engaged by Company or a member of the Company Group.

Schedule 1 Sub-Processors

Sub-Processor Name	Services Provided	Location of Service
AWS	Cloud Storage/ Compute	USA
Microsoft Outlook	Email & Calendar System	USA
Microsoft Teams	Internal Communications Tool	USA

Schedule 2

Type of Personal Data Customer may be required to provide the following types of personal data in order for Company to provide the product or service requested:

- **General Personal Information:** email addresses, names, salutation
- **Government Issued Data:** n/a
- **Financial and Transaction Data:** payment information
- **Employment Data:** employer, job title, business address, professional telephone number (including mobile telephone number) and fax number, contact details
- **Recruitment Data:** n/a
- **Compensation and Benefits Data:** n/a
- **Technical Data:** Cookie data, login credentials (username and password), traffic data
- **Corporate Data:** DUNS Number, type of business, name and contact details of executives
- **Sensitive Data:** n/a
- **Other:** n/a

Categories of Data Subjects

- Customer's Authorized Users, as defined in the Agreement
- Company's employees use to support the provision of products and/or services

Duration of Processing of Personal Data

Company has a legitimate interest to Process Personal Data for the duration of the Agreement as is necessary for the provision of Services. Following the termination of the Agreement Company may continue to Process Data in accordance either legal obligations or based on a legitimate interest relating to a substantial business need.

Schedule 3

Commission Decision C(2010)593 Standard Contractual Clauses (processors)

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 entity identified as “Customer” in the Agreement (the “data exporter”)

and

The Company entity identified in the Agreement (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 data¹;
- (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.

¹Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

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).

Claus 5
Obligations of the data importer²

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,
 - (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 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.

²Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

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 Clauses³. 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.

³This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter is the entity identified as “Customer” in the Agreement

Data importer

The data importer is the X-Rite entity defined as “Company” in the Agreement

Data subjects

Data Subjects are defined in Schedule 2

Categories of data

The personal data transferred are defined in Schedule 2

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify): the objective of the processing of personal data by the data importer is the performance of services pursuant to the Agreement.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed 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):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal data uploaded to any and all of the data importer's systems and/or Services, as described in the security documentation applicable to the Services provided by data importer, as updated from time to time, and made reasonably available by data importer upon request.

Schedule 4

To be notified of any change to Company's Sub-processors, please register any applicable email addresses at sub-processors@xrite.com to receive notifications in the event of a change to Company's Sub-processors.

Schedule 5

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data Transfers Agreement

between

DATA EXPORTER

The X-Rite entity identified in the Agreement (“data exporter”)

hereinafter “data **exporter**”

and

The entity identified as “Customer” in the Agreement (“data importer”)

hereinafter “data **importer**”

each a “party”; together “the parties”.

Definitions

For the purposes of the clauses:

- a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) “the data exporter” shall mean the controller who transfers the personal data;
- c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- h) It will process the personal data, at its option, in accordance with:

- i. the data protection laws of the country in which the data exporter is established, or
 - ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
 - iii. the data processing principles set forth in Annex A.
- Data importer to indicate which option it selects: iii;
- Initials of data importer: _____;

- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- a) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- b) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
 - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

**ANNEX A of the Standard Contractual Clauses
DATA PROCESSING PRINCIPLES**

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a)
 - i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
 - or
 - b) where otherwise provided by the law of the data exporter.

**ANNEX B
DESCRIPTION OF THE TRANSFER**

Data subjects

Data Subjects are defined in Schedule 2

Purposes of the transfer(s)

The performance of the Services pursuant to the Agreement and to permit Customer to use the data in accordance with the Agreement

Categories of data

The personal data transferred are defined in Schedule 2

Recipients

The data will be disclosed in accordance with the terms of the Agreement.

Sensitive data (if appropriate)

N/A

Data protection registration information of data exporter (where applicable): N/A

Additional useful information (storage limits and other relevant information): Contact points for data protection enquiries – See Agreement