

## DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) forms part of all written or electronic agreements (together, the “**Agreement**”) by and between the customer or reseller named at the end of this DPA (“**Customer**”) and Virtuozzo International GmbH, a Swiss company (“**Virtuozzo**”), Customer and Virtuozzo each a “Party” and, collectively, the “Parties”.

This DPA is valid only for the entity signing this DPA, which is a Party to an Agreement with Virtuozzo, and shall be void and not legally binding if executed by any other person or entity.

This DPA (and Standard Contractual Clauses in Exhibit A as applicable) may be pre-signed by Virtuozzo. The DPA (and Standard Contractual Clauses in Exhibit A as applicable) shall be executed by Customer by completing the Customer data and signing on page 4 of this DPA, and completing the Data Exporter data on pages 5, 10 and 12 of Schedule A. Customer shall send the completed and signed DPA by e-mail to [privacy@virtuozzo.com](mailto:privacy@virtuozzo.com). This DPA shall become effective on the date of receipt of an executed version by Virtuozzo (**the “Effective Date”**).

During the performance of its obligations in relation to the provision of Virtuozzo’s products (Virtuozzo Hybrid Infrastructure, Virtuozzo Hybrid Server, Virtuozzo Hybrid Cloud Platform) (“**Products**”) and services (Virtuozzo Hybrid Cloud services, support and professional services) (“**Services**”), Virtuozzo may receive certain information provided by the Customer. If contains Personal Data as defined below, the Parties hereby agree that the terms of this DPA shall apply.

The terms of this DPA apply to all activities performed by Virtuozzo in relation to its contractual obligations arising out the Virtuozzo General Terms and Conditions, Reseller Terms and Conditions available at <https://www.virtuozzo.com/legal/>, governing the provision of Products by Virtuozzo, and the Virtuozzo Hybrid Cloud Services Terms and Conditions available at <https://www.virtuozzo.com/legal/virtuozzo-hybrid-cloud-services-terms-and-conditions/>, governing the provision of Services by Virtuozzo, or any other Agreement between the Parties.

This DPA shall prevail over any other existing data processing agreement or similar arrangement between Virtuozzo and the Customer that may already be in place.

### 1. DEFINED TERMS

In this DPA:

- (a) Terms such as “**Controller**,” “**Data Subject**,” “**Personal Data**,” “**Process**” (including its variants) and “**Processor**” shall have the meanings given in GDPR.
- (b) “**Data Protection Laws**” means all applicable data protection and privacy legislation including without limitation Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 repealing Directive 96/46/EC (General Data Protection Regulation 2016/679 (“**GDPR**”)); (ii) UK GDPR; (iii) the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and (iv) Swiss Federal Data Protection Act 1993 (revised in 2020).

Any other capitalized terms shall have the meanings given in the applicable Virtuozzo Terms and Conditions.

### 2. PURPOSE

This DPA memorializes the Parties’ understanding about the Processing of Personal Data subject to Data Protection Laws.

### 3. DATA PROCESSING OBLIGATIONS

- (a) Customer as Controller appoints Virtuozzo as Processor. Virtuozzo shall only Process the Personal Data for the purposes set forth in the Agreement and in accordance with Customer’s written instructions. The Agreement (including this DPA) constitutes such written initial instructions by Customer.
- (b) Customer hereby warrants and represents, on a continuous basis throughout the Term as defined below, that all Personal Data provided or made available by Customer to Virtuozzo for Processing in connection with the Agreement has been lawfully collected by Customer and transferred to Virtuozzo in compliance with Data Protection Laws.

During the Term of this DPA, Customer is solely responsible for obtaining and maintaining all necessary approvals, consents, authorizations and licenses from each and every Data Subject that may be required under Data Protection Laws to enable Virtuozzo to Process the Personal Data pursuant to the Agreement and to exercise its rights and fulfil its obligations under this DPA.

- (c) Unless restricted by applicable law, Virtuozzo shall inform Customer if, in Virtuozzo' reasonable opinion, any Processing under the Agreement or an instruction by Customer conflicts with Virtuozzo' legal obligations or Data Protection Laws, or with any of the exceptions listed in Section 3(a). Upon informing the Customer, Virtuozzo shall have no liability for any claim arising from or related to Processing of Personal Data under this DPA by Virtuozzo in compliance with Customer's instructions.
- (d) Virtuozzo shall treat all Personal Data as confidential and shall ensure that all employees, agents and sub-processors authorized by Virtuozzo to Process Personal Data are subject to contractual, statutory or common law obligations of confidentiality.
- (e) Virtuozzo shall provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under Data Protection Laws. Any such assistance shall be as agreed between the Parties and subject to a mutually accepted fee.
- (f) Virtuozzo shall implement appropriate technical and organizational measures in relation to the Processing of Personal Data intended to ensure a level of security appropriate to the Personal Data Processing, including, as applicable, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and a procedure for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing of Personal Data. Both Parties hereby acknowledge and agree that the security measures available at: <https://www.virtuozzo.com/data-processing-terms/> are providing sufficient safeguards for the Processing of Personal Data and are appropriate .
- (g) Without undue delay, after Virtuozzo has a reasonable degree of certainty of the occurrence of accidental or unlawful destruction, loss or alteration of, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Virtuozzo under this DPA ("**Personal Data Breach**"), Virtuozzo shall notify Customer of the Personal Data Breach at the email address set forth in the signature block, provide such information as Customer may reasonably require to meet its obligations under applicable law with respect to the Personal Data Breach, and take reasonable steps to remediate the Personal Data Breach. Virtuozzo may provide such information in phases as it becomes available. For the avoidance of doubt, a notification of the Personal Data Breach by Virtuozzo shall not be construed or interpreted as admission of fault or liability by Virtuozzo.
- (h) Virtuozzo shall promptly notify Customer upon receiving any complaint, notice or communication relating to the Processing of Personal Data under this DPA. At Customer's request and expense, Virtuozzo shall provide Customer with reasonable co-operation and assistance required by Customer in order to fulfil its obligations under Data Protection Law in relation to any requests from Data Subjects or competent data protection authorities..
- (i) If Customer is subject to an audit or investigation from a competent data protection regulator, Virtuozzo shall, when required, respond to any information requests, and/or agree to submit its premises and operations to audits, including inspections by Customer and/or the competent data protection regulator, in each case for the purpose of evidencing its compliance with this DPA, provided that:
  - (i) Customer shall ensure that all information obtained or generated in connection with any information request, audit or inspection is kept strictly confidential (unless disclosed to a competent data protection regulator or as otherwise required by applicable law);
  - (ii) Customer shall ensure that any information request, audit or inspection is undertaken within normal business hours (unless such other time is mandated by a competent data protection regulator) with minimal disruption to Virtuozzo's

- business, and acknowledging that such information request, audit or inspection: (a) shall not oblige Virtuozzo to provide or permit access to information concerning Virtuozzo' internal pricing information or relating to other recipients of services from Virtuozzo; and (b) shall be subject to any reasonable policies, procedures or instructions of Virtuozzo for the purposes of preserving security and confidentiality;
- (iii) Customer shall give Virtuozzo at least 30 days' prior written notice of an information request and/or audit or inspection (unless the competent data protection regulator provides Customer with less than 30 days' notice, in which case Customer shall provide Virtuozzo with as much notice as possible);
  - (iv) If any information request, audit or inspection relates to systems provided by or on the premises of Virtuozzo' sub-processors, the scope of such information request, audit and/or inspection shall be as permitted under the relevant agreement in place between Virtuozzo and the sub-processor.
  - (v) A maximum of one information request, audit and/or inspection may be requested by Customer in any twelve (12) month period unless an additional information request, audit and/or inspection is mandated by a competent data protection regulator in writing.
  - (vi) Customer shall pay Virtuozzo' reasonable costs for any assistance, contribution, co-operation, provision of information or facilitation of any audit or inspection or other work undertaken pursuant to Virtuozzo' obligations under this DPA, unless such costs are incurred due to Virtuozzo' breach of its obligations under this DPA.
- (j) Upon expiration or any earlier termination of the Agreement, or upon Customer's written request, Virtuozzo shall delete all Personal Data in Virtuozzo' possession; provided, however, that Virtuozzo may retain Personal Data as permitted or required to meet its document retention obligations under applicable law. Virtuozzo also shall notify all relevant sub-processors of the obligation to delete all Personal Data in their possession and take reasonable steps to ensure their compliance.
  - (k) Subject to this DPA and the requirements of Data Protection Law, Virtuozzo shall exercise its own discretion in the selection and use of means necessary to perform its Processing obligations under the Agreement.

#### 4. SUB-PROCESSORS

- (a) Customer hereby provides its general authorization to Virtuozzo to appoint the sub-processors set forth on [www.virtuozzo.com/legal/subprocessors](http://www.virtuozzo.com/legal/subprocessors) ("**Virtuozzo Sub-processor List**") as of the Effective Date of this DPA to Process Personal Data on Virtuozzo's behalf. Virtuozzo shall ensure that sub-processors on the Virtuozzo Sub-processor List are contractually obligated to protect Personal Data in compliance with Data Protection Laws and consistent with the obligations imposed on Virtuozzo in this DPA.
- (b) Virtuozzo shall notify Customer of any addition of sub-processors on the Virtuozzo Sub-processor List. Customer agrees that Virtuozzo may, at Virtuozzo's sole discretion, provide notification of any change to the Virtuozzo Sub-processor List by email to which Customer shall subscribe using the process set forth on [www.virtuozzo.com/legal/subprocessors/#subscription](http://www.virtuozzo.com/legal/subprocessors/#subscription), or by sending a notification at the email address set forth in the signature block ("**Email Notification**"). Customer may object to any change to the Virtuozzo Sub-processor List by email no later than ten (10) days after the date of the Email Notification, provided that Customer has a legitimate reason for objection under Data Protection Law. If the Parties cannot mutually agree to a reasonable resolution to Customer's objection, either Party may terminate the Agreement upon written notice to the other Party.

#### 5. INTERNATIONAL TRANSFERS

This Section 5 applies in case Virtuozzo Processes or transfers Customer's Personal Data for Processing by sub-processors located in countries outside the EEA, United Kingdom or Switzerland ("**International Transfer**"). Virtuozzo shall undertake an International Transfer only (i) subject to the terms of the Standard Contractual Clauses ("**Clauses**") set forth in Schedule 1, which Clauses shall be

deemed executed on the same date and in the same manner as this DPA, or (ii) to a country that has received a binding adequacy decision by the European Commission, or otherwise lawful under Data Protection Laws (collectively, the “**International Transfer Mechanisms**”). In the event that this Section 5 applies, the terms of this DPA shall be read in conjunction with the applicable International Transfer Mechanism. Nothing in this DPA shall be construed to prevail over any conflicting clause of the applicable International Transfer Mechanism.

**6. MISCELLANEOUS**

Except as amended by this DPA, the terms of the Agreement shall remain in full force and effect. The Parties agree that their respective electronic signatures (i.e., any electronic sound, symbol or process attached to or logically associated with this Agreement and adopted by a Party with the intent to sign this Agreement) are intended to authenticate this writing and have the same force and effect as manual signatures. Any claims arising under this Addendum shall be subject to the exclusions, limitations and other terms of the Agreement. If the Agreement and this DPA conflict, then this DPA shall prevail but solely with respect to the terms related to Processing of Personal Data. This DPA shall expire on the expiration or any earlier termination of the Agreement or the date on which Virtuozzo no longer Processes Personal Data, whichever is earlier (the “Term”).

Customer warrants to Virtuozzo that Customer’s representative is authorized to sign this Agreement and agrees that electronic signature is the legal equivalent of a handwritten signature on this DPAt.

**CUSTOMER:** \_\_\_\_\_

**Virtuozzo International GmbH**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1

### **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

Name of the data exporting organisation: .....

Address:.....

Tel.: .....; fax: .....; e-mail: .....

Other information needed to identify the organisation: not applicable

(the data **exporter**)

And

Name of the data importing organisation:

***Virtuozzo International GmbH, a Swiss company***

Address: Vordergasse 59, 8200, Schaffhausen, Switzerland

Tel.: +41 526320 411; fax: +41 526722 010; e-mail: [privacy@virtuozzo.com](mailto:privacy@virtuozzo.com)

Other information needed to identify the organisation: not applicable

(the data **importer**)

each a "party"; together "the parties",

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

#### *Clause 1*

#### ***Definitions***

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing

activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State and in Switzerland in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

*Clause 2*  
**Details of the transfer**

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

*Clause 3*  
**Third-party beneficiary clause**

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

*Clause 4*  
**Obligations of the data exporter**

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### *Clause 5*

#### ***Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and 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.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.  
  
The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

#### *Clause 7*

##### ***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.



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

*Clause 8*

**Cooperation with supervisory authorities**

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

*Clause 9*

**Governing Law**

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

*Clause 10*

**Variation of the contract**

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

*Clause 11*

**Subprocessing**

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

Clause 12

**Obligation after the termination of personal data processing services**

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

**On behalf of the data exporter:**

Name (written out in full):

Position:

Address:

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

Signature.....

(stamp of organisation)

**On behalf of the data importer:**

***Virtuozzo International GmbH, a Swiss company***

Position/Name:

Address: Vordergasse 59, 8200, Schaffhausen, Switzerland

Signature.....

## **APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

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

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

### **Data exporter**

The data exporter is the legal entity that has executed the Clauses as a Data Exporter.

### **Data importer**

The data importer is Virtuozzo International GmbH, a Swiss company, a developer of cloud computer software that processes Personal Data upon the instruction of the data exporter in accordance with the terms of the Agreement.

### **Data subjects**

The Personal Data transferred concern the following categories of data subjects:

*Data exporter may submit Personal Data pursuant to the Agreement, the extent of which is determined and controlled by the data exporter in its sole discretion.*

### **Categories of data**

The personal data transferred concern the following categories of data:

*The categories of Personal Data transferred are determined and controlled in the sole discretion of the data exporter pursuant to the Agreement.*

### **Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data:

*The special categories of Personal Data (if any) transferred are determined and controlled in the sole discretion of the data exporter pursuant to the Agreement.*

### **Processing operations**

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

*The objective of processing of Personal Data by data importer is the performance of the Agreement pursuant to the instructions of the data exporter.*

DATA EXPORTER

Name:

Authorised Signature:

DATA IMPORTER

***Virtuozzo International GmbH, a Swiss company***

Position/Name:

Address: Vordergasse 59, 8200, Schaffhausen, Switzerland

Signature.....

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

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

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

*Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data processed pursuant to the Agreement as described on: <https://www.virtuozzo.com/data-processing-terms/>*

DATA EXPORTER

**Name:**

**Authorised Signature:**

DATA IMPORTER

***Virtuozzo International GmbH, a Swiss company***

Position/Name:

Address: Vordergasse 59, 8200, Schaffhausen, Switzerland

Signature.....