

Lifesize, Inc. Data Processing Addendum

This Lifesize, Inc. Data Processing Addendum (“Addendum”) forms part of the Terms of Service (the “Agreement”) between Lifesize, Inc. (“Lifesize”) and the undersigned Customer for the Services provided by Lifesize to Customer (the “Services”), and reflects the parties’ agreement with regard to the processing of Personal Data in accordance with the requirements of the applicable Data Protection Legislation. This Addendum will be effective and will replace any previously applicable data processing and security terms relating to processing of Personal Data under the Agreement as of the Addendum Effective Date.

Instructions for Signing this Addendum

This Lifesize, Inc. Data Processing Addendum has been pre-signed on behalf of Lifesize, Inc. It will become a legally binding addendum to the Agreement upon Customer’s completion of the following steps:

1. Complete the information in the signature block and have an authorized representative sign on page 7.
2. Complete the information regarding the data exporter in Schedule 1 on page 8.
3. Complete the information in the signature blocks of Schedule 1 and have an authorized representative sign on pages 15, 17 and 18.
4. If you receive this Addendum from Lifesize via DocuSign or a similar service, and if electronic signatures are accepted in your jurisdiction, please follow the prompts to provide the required information and e-signatures as indicated above, and upon selecting “Finish” at the end, the Addendum will be executed and submitted to Lifesize. Alternatively, the Addendum may be printed, completed, signed and returned to Lifesize by email to legal@lifesize.com.

1. Definitions and Applicability

- 1.1. *Definitions.* As used in this Addendum, the following terms shall have the meanings set forth below, and all capitalized terms not defined herein shall have the meaning set forth in the Agreement and the Standard Contract Clauses, as applicable.
- a. “Addendum Effective Date” means the date the Addendum has legal effect as determined by the date of the last signature below.
 - b. “Applicable Laws” means the laws of the European Union, the European Economic Area, their Member States and the United Kingdom and Switzerland that are applicable to Lifesize.
 - c. “Data Controller”, “Data Processor”, “Data Subject” and “Personal Data” each have the meanings given to them in the Data Protection Legislation.
 - d. “Data Protection Legislation” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area, their Member States and the United Kingdom and Switzerland which are applicable to the processing of Personal Data under the Agreement including but not limited to the EU General Data Protection Regulation (2016/679).
 - e. “Personal Data Breach” means an unauthorized or unlawful processing of Personal Data, or accidental loss or destruction of, or damage to, Personal Data.

- f. "Processing" has the meaning set out in the Data Protection Legislation and "process" and "processed" shall be construed accordingly.
 - g. "Standard Contract Clauses" or "SCC" means the agreements executed by and between the Customer and Lifesize and attached hereto as Schedule 1 pursuant to the European Commission's decisions of 5 February 2010 (Controller to Processor), for the transfer of Personal Data to data importers established in third countries which do not ensure an adequate level of data protection.
- 1.2. *Applicability.* This Addendum shall apply only to the extent Customer is established within the European Union, European Economic Area or the United Kingdom or Switzerland and/or Lifesize processes Personal Data of Data Subjects located in the European Union, European Economic Area or the United Kingdom or Switzerland on behalf of Customer.

2. Processing of Personal Data

2.1. Roles of the Parties.

- a. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 2.1(a) is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- b. The parties acknowledge and agree that Lifesize will act as a Data Controller in respect of Account Data, as such term is used in the Agreement. Lifesize shall comply with the applicable Data Protection Legislation and will process such Account Data in accordance with the Agreement and Lifesize's Privacy Policy.
- c. The parties acknowledge and agree that with regard to the Processing of Personal Data contained in Customer Content, including the Recorded Content (each as defined in the Agreement), Customer is the Data Controller and Lifesize is a Data Processor.

2.2. *Scope of Processing.* Lifesize will process Personal Data contained in the Customer Content only to the extent required to provide the Services pursuant to the Agreement, any applicable Order (as defined in the Agreement) and in accordance with this Addendum. Lifesize will process the Personal Data contained in the Customer Content for the Service Term (as defined in the Agreement), unless otherwise agreed to by the parties. The types of Personal Data processed by Lifesize in connection with Customer's use of the Services include, but are not limited to: name, employer, business role, professional title, contact information (company, email address, telephone number, and physical business address), account username, localization data, device identification data, and call data records (such as time of call, participants, and call duration). The Data Subjects include individual end users accessing the Services through Customer's account, including Customer's employees and guest users.

2.3. *Customer's Control of Personal Data.* Customer, as Controller of Personal Data processed by Lifesize on Customer's behalf, shall ensure that (a) it has complied, and will continue to comply, with the requirements of the applicable Data Protection Legislation, and (b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Lifesize for processing in accordance with the terms of the Agreement and this Addendum. For the avoidance of doubt, Customer's instructions

for the processing of Personal Data shall comply with applicable Data Protection Legislation. Lifesize will inform Customer immediately if it considers, in its opinion, that any of the Customer's instructions infringe upon applicable Data Protection Legislation. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquires Personal Data.

- 2.4. *Customer's Instructions.* Subject to Customer's compliance with applicable Data Protection Legislation, Customer instructs Lifesize to process Personal Data: (a) to provide the Services in accordance with the Agreement and applicable Order(s); (b) as part of any Processing initiated by Authorized Users (as defined in the Agreement) in their use of the Services; and (c) to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement and applicable Order(s).

3. Subprocessors

- 3.1. *Appointment of Subprocessors.* Customer acknowledges and agrees that Lifesize may engage Subprocessors in connection with the provision of the Services. Information regarding current Subprocessors including their location and services can be found on the Lifesize website at www.lifesize.com. The list of Subprocessors will be updated from time to time in accordance with Section 3.2 of this Addendum.
- 3.2. *Objection Right for New Subprocessors.* Lifesize will provide Customer with notice before a new Subprocessor processes any Personal Data contained in Customer Content. If Customer has a reasonable basis to object to Lifesize's use of a new Subprocessor, Customer shall notify Lifesize promptly in writing within fourteen (14) days following Lifesize's notice in accordance with Section 8.2 below. In the event Customer objects to a new Subprocessor and that objection is not unreasonable, Lifesize will use reasonable efforts to make available to Customer a change in the affected Services or recommend a commercially reasonable change to Customer's configuration or use of the affected Services to avoid Processing of Personal Data by the objected-to new Subprocessor without unreasonably burdening Customer. If Lifesize is unable to make available such change within a reasonable period of time, Customer may terminate the applicable Order(s) in respect only to those Services which cannot be provided by Lifesize without the use of the objected-to new Subprocessor, by providing written notice to Lifesize. In addition, Lifesize may replace a Subprocessor if the reason for the change is beyond Lifesize's reasonable control. In such instance, Lifesize shall notify Customer of the replacement as soon as practicable, and Customer shall retain the right to object to the replacement Subprocessor as set forth above.
- 3.3. *Subprocessor Agreements.* Lifesize will enter into written agreements with applicable Subprocessors incorporating terms which are substantially similar to, and no less onerous than, those set out in this Addendum.
- 3.4. *Liability for Acts or Omissions of Subprocessors.* As between Customer and Lifesize, Lifesize shall remain liable to Customer for the performance of obligations by any Subprocessor appointed by it pursuant to this Section 3.

4. Data Processor Obligations

- 4.1. *Applicability of Data Processor Obligations.* The obligations set forth in this Section 4 apply only to the extent that Lifesize is the Data Processor in relation to any Personal Data, and without prejudice to the generality of Section 2.1(a).
- 4.2. *Purpose Limitation.* Lifesize shall process Personal Data only on the documented instructions of Customer unless Lifesize is otherwise required to do so by Applicable Laws. Where Lifesize is relying on Applicable Laws as the basis for Processing Personal Data, Lifesize shall inform Customer of such legal requirement before Processing such Personal Data, unless such Applicable Laws prohibit Lifesize from so notifying Customer.
- 4.3. *Access Limitation.* Lifesize shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- 4.4. *Security Controls.* Lifesize shall implement and maintain appropriate technical and organizational measures to protect Customer Content against a Personal Data Breach as described in Appendix 2 of Schedule 1 to this Addendum (“Security Controls”).
- 4.5. *Cooperation.* Taking into account the nature of Processing and the information available to Lifesize, Lifesize shall provide reasonable assistance to Customer to meet its obligations under applicable Data Protection Legislation with respect to security, impact assessments and consultations with supervisory authorities or regulators. To the extent legally permitted, Customer shall be responsible for any costs arising from Lifesize’s provision of such assistance.
- 4.6. *Data Breach Notification.* Lifesize shall notify Customer without delay on becoming aware of a Personal Data Breach. To the extent Customer requires information from Lifesize to meet its notification obligations under applicable Data Protection Legislation, Lifesize shall provide such information to Customer in phases as such information becomes available, taking into account the nature of Processing and the information available to Lifesize.
- 4.7. *Deletion or Return of Data.* At the written direction of Customer, Lifesize shall delete or return Personal Data contained in the Customer Content and copies thereof to Customer in accordance with the Agreement, unless otherwise required by Applicable Law to store the Personal Data.
- 4.8. *Compliance.* Lifesize shall maintain records and information to demonstrate its compliance with this Addendum and, at Customer’s expense and subject to Section 7, shall permit Customer, or its appointed third-party auditors, to audit the systems and procedures relevant to Lifesize’s compliance with this Addendum.

5. Data Subject Rights

- 5.1. *Access.* Lifesize will enable the Account Administrator (as defined in the Agreement) to access, rectify and restrict Processing of Personal Data contained in Customer Content, including via the deletion of a User Account (as defined in the Agreement).
- 5.2. *Data Subject Requests.* If Lifesize receives a request from a Data Subject in relation to Personal Data, to the extent legally permissible, Lifesize will advise the Data Subject to submit their request to Customer’s Account Administrator, and Customer will be responsible for responding to any such

request. To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject request, Lifesize will, upon Customer's written request, provide commercially reasonable assistance to facilitate such Data Subject request to the extent that Lifesize is legally permitted to do so and provided that such Data Subject request is exercised in accordance with applicable Data Protection Legislation. To the extent legally permitted, Customer shall be responsible for any costs arising from Lifesize's provision of such assistance.

6. Data Transfers

- 6.1. *Transfer Mechanisms for Data Transfers.* Subject to the terms of this Addendum and applicable Data Protection Legislation, Lifesize makes the following transfer mechanisms available, in corresponding order of precedence, to any transfer of Personal Data pursuant to the Agreement and this Addendum from the European Union, the European Economic Area, their Member States and the United Kingdom and Switzerland to countries which are not deemed to have adequacy:
- a. Lifesize's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications, subject to the additional terms in Section 6.2 below; and
 - b. The Standard Contractual Clauses set forth in Schedule 1 to this Addendum, subject to the additional terms in Section 6.3 below.
- 6.2. *Additional Terms for EU-US and Swiss-US Privacy Shield Frameworks.* Lifesize will ensure that it remains self-certified under the EU-US and Swiss-US Privacy Shield Frameworks and that it complies with the EU-US and Swiss-US Privacy Shield Frameworks with respect to Processing of Personal Data that is transferred from the European Union, the European Economic Area, their Member States and the United Kingdom and Switzerland to the United States.
- 6.3. *Additional Terms for Standard Contractual Clauses.*
- a. *Customers covered by the Standard Contract Clauses.* The Standard Contractual Clauses and the additional terms set out in this Section apply to (i) the legal entity that has executed the SCCs as a Data Exporter (as defined therein), and (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Union, the European Economic Area, their Member States and the United Kingdom and Switzerland that have purchased the Services on the basis of one or more Order(s). For the purpose of the SCCs and this Section, the aforementioned entities shall be deemed "Data Exporters".
 - b. *Instructions.* For the purposes of Clause 5(a) of the SCCs, the processing described in Section 2.4 of the Addendum is deemed an instruction by the Customer to process Personal Data, subject to Customer's compliance with applicable Data Protection Legislation.
 - c. *Appointment of Subprocessors.* Pursuant to Clause 5(h) of the SCCs, Lifesize may engage third-party Subprocessors in connection with the provision of the Services, and shall make available to Customer the current list of Subprocessors in accordance with Section 3.1 of this Addendum. Lifesize may engage new Subprocessors as detailed in Section 3.1 and 3.2 of this Addendum.
 - d. *Copies of Subprocessor Agreements.* Any copies of Subprocessor agreements provided by Lifesize to Customer pursuant to Clause 5(j) of the SCCs may have all commercial information

and clauses unrelated to the SCCs or their equivalent removed by Lifesize beforehand, and shall be provided by Lifesize only upon reasonable request by Customer.

- e. *Audits and Certifications.* Any audit described in Clauses 5(f), 11 and 12(2) of the SCCs shall be carried out in accordance with Section 7 of this Addendum.
- f. *Certification of Deletion.* The certification of deletion of Personal Data that is described in Clause 12(1) of the SCCs shall be provided by Lifesize only upon reasonable request by Customer.
- g. *Termination.* Upon providing written notice to Customer, Lifesize may terminate the SCCs if Lifesize offers alternative means (other than the EU-US and Swiss-US Privacy Shield Frameworks) to Customer that provide an equivalent level of protection and that comply with applicable Data Protection Legislation for the transfer of Personal Data outside the European Union, the European Economic Area, their Member States and the United Kingdom and Switzerland to any country not deemed by the European Commission as providing an adequate level of protection.

7. Audits

- 7.1. *Audit Rights.* Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Lifesize shall make available to Customer that is not a competitor of Lifesize (or Customer's independent, third-party auditor that is not a competitor of Lifesize) (collectively, "Auditor") information regarding Lifesize's compliance with the obligations set forth in this Addendum and the SCCs.
- 7.2. *Additional Terms for Audits.* Lifesize may object to any third-party auditor appointed by Customer to conduct an audit if the auditor is, in Lifesize's opinion, not suitably qualified or independent, a competitor of Lifesize or otherwise manifestly unsuitable. Any such objection by Lifesize will require Customer to appoint another auditor or conduct the audit itself. Customer may contact Lifesize to request an on-site audit of the systems and procedures relevant to Lifesize's compliance with this Addendum. To the extent permitted by Applicable Law, Customer shall reimburse Lifesize for any time expended for any such on-site audit at Lifesize's then current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit that will be conducted during Lifesize's normal business hours, Auditor and Lifesize shall discuss the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Lifesize. Auditor shall promptly notify Lifesize with information regarding any non-compliance discovered during the course of an audit. Nothing in this Section will require Lifesize either to disclose to the Auditor, or to allow the Auditor access to (a) any data processed by Lifesize on behalf of any other organization, (b) any Lifesize internal accounting or financial information, (c) any trade secret of Lifesize, (d) any information that, in Lifesize's opinion, could (i) compromise the security of any Lifesize systems or premises, or (ii) cause Lifesize to breach its obligations to Customer or any third party, or (e) any information that Auditor seeks to access for any reason other than the good faith fulfilment of Customer's obligations under the applicable Data Protection Legislation. Customer will not exercise its on-site audit rights more than once in any twelve (12) calendar month period, except if required by the instruction of a competent data protection authority.

8. General Terms

- 8.1. *Limitation of Liability.* As between Lifesize and Customer, liability arising out of or related to this Addendum (including the SCCs), whether in contract, tort or under any other theory of liability, is subject to the section “*Limitation of Liability*” of the Agreement, and any reference in such section to the liability of a party means that party and its affiliates in the aggregate. To be clear, the foregoing limitation of liability shall in no way limit the liability of either Lifesize or Customer to a Data Subject.

- 8.2. *Notices.* All notices must be in writing and delivered to the parties listed in this Addendum and the SCCs. For Lifesize, a copy must also be sent to Lifesize’s Legal Department, 1601 S. Mopac Expressway, Suite 100, Austin, Texas 78746, Attn: Legal Department.

- 8.3. *Legal Effect.* This Addendum shall only become legally binding between Customer and Lifesize when both parties sign both the Addendum and the SCCs. Except as expressly modified by this Addendum, the Agreement will remain in full force and effect. Any claims brought under this Addendum shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

- 8.4. *Order of Precedence.* In the event of any conflicts or inconsistencies, the following order of precedence will apply: (a) the SCCs, (b) this Addendum, and (c) the Agreement.

The parties’ authorized signatories have duly executed this Addendum as of the date of the last signature below.

CUSTOMER

Signature: _____
Customer Legal Name: _____
Print Name: _____
Title: _____
Date: _____

LIFESIZE, INC.

Signature: _____
Print Name: Marcy McKnight Darsey
Title: Director, Corporate Counsel
Date: May 1, 2018



SCHEDULE 1 - STANDARD CONTRACTUAL CLAUSES

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:

.....

(the data **exporter**)

Name of the data importing organisation: Lifesize, Inc.

Address: 1601 South Mopac Expressway, Suite 100, Austin, Texas, 78746, USA

Tel.: + 1 512 347 9300; fax: + 1 512 347 9301; e-mail: privacy@lifesize.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 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.

[Remainder of page intentionally left blank. Signatures appear on the following page.]

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: Lifesize, Inc.

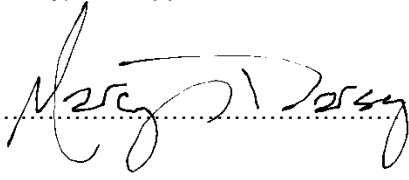
Name (written out in full): Marcy McKnight Darsey

Position: Director, Corporate Counsel

Address: 1601 South Mopac Expressway, Suite 100, Austin, Texas 78746, USA

Other information necessary in order for the contract to be binding (if any): Not applicable.

Signature.....



(stamp of organisation)



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 (please specify briefly your activities relevant to the transfer):

The data exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of the data exporter established within the European Economic Area (EEA) and Switzerland that have purchased a subscription for the data importer's services pursuant to the terms set forth in the underlying agreement for services between the data exporter and the data importer (the "Agreement").

Data importer

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

Lifesize, Inc. is a provider cloud-based video conferencing and collaboration service accessible through web, mobile and desktop applications on a subscription basis (the "Services"), which involves processing personal data provided by and pursuant to instruction and directions 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 (please specify):

The categories of data subjects whose personal data may be transferred in connection with the Services are determined and controlled by the data exporter in its sole discretion, and may include, but are not limited to Personal Data relating to the following categories of data subjects:

- Employees, agents, advisors, contractors, freelancers of data exporter (who are natural persons)
- Prospects, customers, business partners and vendors of data exporter, and their respective Employees, agents, advisors, contractors, freelancers (who are natural persons)

Categories of Data

The personal data transferred concern the following categories of data (please specify):

The categories of personal data are determined by the data exporter in its sole discretion and may include but are not limited to: name, employer, business role, professional title, contact information (company, email address, telephone number, and physical business address), account username, localization data, device identification data, and call data records (such as time of call, participants, and call duration).

Special categories of data (if appropriate)

In general, no special category of data is collected by Lifesize in connection with the provision of Services. To the extent any special category of data is provided, it is determined by the data exporter in its sole discretion.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of processing of personal data by data importer is the performance of the Services as set forth in the Agreement.

Duration of the contract

The term of the Data Processing Addendum and Standard Contract Clauses shall terminate upon the expiration of data exporter’s subscription for the Services.

On behalf of the data exporter:

Name (written out in full):

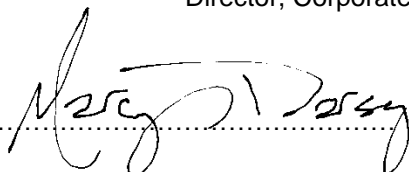
Signature.....

(stamp of organisation)

On behalf of the data importer: Lifesize, Inc.

Name (written out in full): Marcy McKnight Darsey
Director, Corporate Counsel

Signature.....



(stamp of organisation)



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):

Lifesize maintains a written security program for the security, integrity and protection of personal data against unauthorized disclosure or loss. Lifesize’s security program includes administrative, technical and physical safeguards appropriate for Lifesize’s size and resources and the types of information that it processes. Lifesize’s technical and organizational security measures are described in the Lifesize Security Guide applicable to the Services purchased by Customer, as updated from time to time, and accessible on Lifesize’s website at www.lifesize.com, or otherwise made reasonably available by Lifesize.

On behalf of the data exporter:

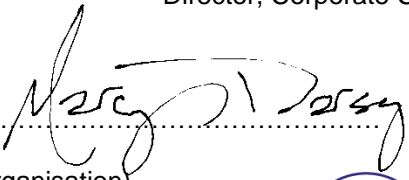
Name (written out in full):

Signature.....

(stamp of organisation)

On behalf of the data importer: Lifesize, Inc.

Name (written out in full): Marcy McKnight Darsey
Director, Corporate Counsel

Signature.....


(stamp of organisation)

