DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "**Agreement**") forms a written or electronic agreement(s) between IT Knowledge Hub LLC and/or, to the extent provided for in such agreement, any of its Affiliates (collectively, "**Knowledge Hub Media**"), and the customer organization who executes this Agreement and who may execute an agreement into which this Agreement becomes incorporated by reference, for Knowledge Hub Media to provide products and/or render services (which may be identified as "Services" or otherwise in the applicable agreement, and hereinafter defined as "**Services**") to that customer organization and/or, to the extent provided for in such agreement, any of that customer organization's Affiliates (collectively, "**Customer**") (collectively, the "**Agreement**"), to reflect the agreement between Knowledge Hub Media and Customer with regard to the Processing of Personal Data (as each is defined below) in connection with the Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, Knowledge Hub Media may provide Customer with certain Personal Data (and may also Process Personal Data on behalf of Customer). By executing the Agreement, the customer organization who executes the Agreement enters into this Agreement on behalf of itself and as agent on behalf of its Affiliates (as defined below), if and to the extent (a) Knowledge Hub Media, acting as a Processor, Processes any Personal Data on behalf of Customer or (b) Customer receives any Personal Data from Knowledge Hub Media, acting as a Controller, pursuant to the Agreement.

The Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

1. **DEFINITIONS.**

    (a) "**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with IT Knowledge Hub LLC or Customer (as applicable), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

    (b) "**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data.

    (c) "**Customer Data**" means any Personal Data that is provided or otherwise made available to Knowledge Hub Media by Customer and Processed by Knowledge Hub Media in connection with the Services set forth in the Agreement.

    (d) "**Data Protection Laws and Regulations**" means all applicable laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) the EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including (in the UK) the Data Protection Act 1998 (the "**DPA**") and the Privacy and Electronic Communications ("**EC Directive**") Regulations 2003 and (in Ireland) the Data Protection Act 1988 (as amended by Data Protection (Amendment) Act 2003) ("**DPAA**"); and (b) from 25 May 2018, the **GDPR**; and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the foregoing; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

    (e) "**Data Subject**" means the identified or identifiable natural person to whom Personal Data relates.

    (f) "**Data Subject Request**" means a request from a Data Subject to exercise the Data Subject's rights under Data Protection Laws and Regulations in relation to Personal Data, including with respect to: (a) access, rectification and/or erasure (i.e., "right to be forgotten") of their Personal Data; (b) restriction of or objection to Processing; (c) data portability; or (d) automated decision-making (including profiling).

    (g) "**EEA**" means the European Economic Area.

(h) "**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(i) "**Permitted Purpose(s)**" means the receipt and subsequent use of Personal Data: (i) as permitted by Data Protection Laws and Regulations; (ii) as instructed by the providing Controller (which may be Knowledge Hub Media or Customer, as applicable); and/or (iii) as specifically set out in this Agreement.

(j) "**Personal Data**" means (i) any personal data (as defined under Data Protection Laws and Regulations); or (ii) any information relating to an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), provided or otherwise made available by Knowledge Hub Media to Customer or by Customer to Knowledge Hub Media. This includes both Customer Data and Knowledge Hub Media Data as defined in this Agreement.

(k) "**Personnel**" means the officers, employees, agents, consultants, representatives and other personnel of the parties and/or of their Sub-processors that process Personal Data on their behalf.

(l) "**Principles**" means the EU-U.S. Privacy Shield Principles, as supplemented by the Supplemental Principles and contained in Annex II to the European Commission Decision (C(2016)4176) of July 12, 2016, as may be amended, superseded or replaced.

(m) "**Process**" or "**Processed**" or "**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, including, but not limited to, 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.

(n) "**Processor**" means an entity which Processes personal data on behalf of the Controller.

(o) "**Regulator**" means any person or regulatory body with responsibility for monitoring and/or enforcing compliance with the Data Protection Laws and Regulations.

(p) "**Knowledge Hub Media Data**" means any Personal Data that is provided or otherwise made available to Customer by Knowledge Hub Media in relation to the Services set forth in the Agreement.

(q) "**SCC 1**" means the Standard Contractual Clauses attached hereto as Schedule 1, and shall apply to transfers of Knowledge Hub Media Data from the EEA to outside the EEA in connection with the Agreement by Knowledge Hub Media to Customer in accordance with Section 10(b)(i) hereof.

(r) "**SCC 2**" means the Standard Contractual Clauses attached hereto as Schedule 2, and shall apply to transfers of Customer Data from the EEA to outside the EEA in connection with the Agreement by Customer to Knowledge Hub Media in accordance with Section 10(b)(ii) hereof.

(s) "**Security Breach**" means any actual loss, unauthorized or unlawful Processing, destruction, damage, alteration, or unauthorized disclosure of, or access to Personal Data (accidental or otherwise), and/or any other irregularity in Processing that compromises the availability, authenticity, integrity and/or confidentiality of Personal Data.

(t) "**Services**" means services, products and/or other activities to be supplied to Customer or carried out by Knowledge Hub Media for Customer pursuant to the Agreement.

(u) "**Standard Contractual Clauses**" means the agreement(s) executed by and between Knowledge Hub Media and Customer (if applicable), attached hereto as Schedules 1 and 2, pursuant to the European Commission's decision (C(2004)5271) of 27 December 2004 amending Decision 2001/497/EC as regards the introduction

of an alternative set of standard contractual clauses for the transfer of personal data to third countries and decision (C(2010)593) of February 5, 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council, as updated, amended or replaced from time to time.

(v) "**Sub-processor**" means any Processor engaged by Knowledge Hub Media to Process Customer Data in connection with the Agreement.

2. SCOPE AND PURPOSE OF DATA PROCESSING.

(a) **Roles of the Parties**. For the purpose of this Agreement: (i) with respect to Customer Data, Customer is the Controller and Knowledge Hub Media is the Processor; and (ii) with respect to Knowledge Hub Media Data, Knowledge Hub Media is a Controller and Customer is also a separate Controller. Nothing in this Agreement or the Agreement is intended to or shall create a relationship of joint Controller between Knowledge Hub Media and Customer.

(b) **Customer Data.**

(i) *Processing of Customer Data*. With respect to Customer Data, Knowledge Hub Media shall maintain the confidentiality of Customer Data and shall only Process Customer Data on behalf of Customer as needed to fulfill its obligations under the Agreement, and in accordance with Customer's documented instructions and the terms of the Agreement (including this Agreement). Processing of any Customer Data outside the Permitted Purposes will require the prior written agreement between Knowledge Hub Media and Customer by way of written amendment to this Agreement.

(ii) *Duration of Processing*. Knowledge Hub Media may Process Customer Data for the duration of this Agreement, unless otherwise agreed upon in writing by the parties.

(iii) *Nature and Purpose of Processing*. Knowledge Hub Media may Process Customer Data in accordance with the applicable Permitted Purposes.

(iv) *Types of Personal Data*. Customer Data may include, but is not limited to, the following types of Personal Data:

    A. First and last name;
    B. Business contact information (company, email, phone, physical business address);
    C. Personal contact information (email, telephone and/or mobile number);
    D. Employer;
    E. Title;
    F. Position; and/or
    G. Professional life data.

(v) *Categories of Data Subjects*. Data Subjects whose information is contained in the Customer Data may include, but are not limited to, the following:

    A. Customers of Customer and/or end users of Customer's products and services;
    B. Prospective customers or sales prospects of Customer;
    C. Customers, business partners, and vendors of Customer;
    D. Employees, consultants or other contact persons of data exporter's customers, business partners and/or vendors;
    E. Employees, agents, advisors, contractors, freelancers of Customer; and/or
    F. Any user authorized by Customer to use the Services.

(c) **Knowledge Hub Media Data**.

(i) *Processing of Knowledge Hub Media Data*. With respect to Knowledge Hub Media Data, Customer shall maintain the confidentiality of Knowledge Hub Media Data. With respect to the Knowledge Hub Media Data, the Permitted Purposes shall include any restrictions communicated by Knowledge Hub Media to Customer with respect to the use of the Knowledge Hub Media Data, including as required by Data Protection Laws and Regulations and/or in accordance with consents obtained from Data Subjects. Processing of any Knowledge Hub Media Data outside the Permitted Purposes will require prior written agreement between Knowledge Hub Media and Customer by way of written amendment to this Agreement and may, where applicable, require additional consents to be obtained from Data Subjects. Customer acknowledges and agrees that it shall be a separate Controller of any Knowledge Hub Media Data and shall be solely responsible and solely liable for its Processing of Knowledge Hub Media Data and for its compliance with all applicable laws, rules and regulations in connection with its use of Knowledge Hub Media Data, including, but not limited to, Data Protection Laws and Regulations.

(ii) *Duration of Processing*. Subject to Data Protection Laws and Regulations and any restrictions communicated to Customer by Knowledge Hub Media, Customer may Process Knowledge Hub Media Data until it is no longer relevant for the purposes for which it was collected.

(iii) *Nature and Purpose of Processing*. Customer, acting as a Controller, may Process Knowledge Hub Media Data in accordance with the applicable Permitted Purposes, which may include, without limitation, use of the Knowledge Hub Media Data for the purposes of marketing to Data Subjects whose Personal Data is embodied in the Knowledge Hub Media Data subject to any preferences communicated by such Data Subjects directly to Customer or to Knowledge Hub Media and reflected in restrictions communicated to Customer by Knowledge Hub Media.

(iv) *Types of Personal Data*. Knowledge Hub Media Data may include, but is not limited to, the following types of Personal Data:

A. First and last name;
B. Business contact information (company, email, phone, physical business address);
C. Personal contact information (email, telephone and/or mobile number);
D. Employer;
E. Title;
F. Position; and/or
G. Professional life data

(v) *Categories of Data Subjects*. Data Subjects whose information is contained in the Knowledge Hub Media Data may include, but are not limited to, the following:

A. Customers of Knowledge Hub Media and/or end users of Knowledge Hub Media's products and services;
B. Prospective customers or sales prospects of Knowledge Hub Media;
C. Business partners and vendors of Knowledge Hub Media;
D. Employees, consultants or other contacts of Knowledge Hub Media's customers, business partners and/or vendors;
E. Employees, agents, advisors, contractors, freelancers of Knowledge Hub Media; and/or
F. Any user authorized by Customer to use the Services.

(d) **Compliance with Applicable Laws**. Each party shall comply with its respective obligations under Data Protection Laws and Regulations in respect of the Processing of all Personal Data. Without prejudice to the generality of the foregoing, where Customer is acting as a Controller in respect of Knowledge Hub Media Data, Customer shall ensure that it provides all necessary information to the applicable Data Subjects, as required under the Data Protection Laws and Regulations, in order to receive such Personal Data (as required under Article 14 of the GDPR) and for any other Processing.

3. **PERSONNEL.**

   (a) **Limitation of Access**. Knowledge Hub Media shall ensure that access to Customer Data and Processing of Customer Data shall be limited to Personnel assisting in providing the Services in accordance with the Agreement.

   (b) **Confidentiality**. Knowledge Hub Media shall take commercially reasonable steps to ensure that Personnel engaged in the Processing of Customer Data have received appropriate training regarding their responsibilities, and are subject to written (or statutory) obligations to maintain the confidentiality of such Personal Data.

   (c) **Data Protection Officer**. Effective as of May 25, 2018, Knowledge Hub Media shall have appointed, or shall appoint, a data protection officer.

4. **SECURITY.**

   (a) **Security Measures**. In Processing Personal Data, each party shall maintain the appropriate technical and organizational measures to protect Personal Data provided by the other party hereunder (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), and to ensure the confidentiality and integrity of such Personal Data.

   (b) **Security Breach**. Taking into account the nature of Knowledge Hub Media's Processing of Customer Data and the information available to Knowledge Hub Media, Knowledge Hub Media shall notify Customer without undue delay after becoming aware of any Security Breach in respect of Customer Data and, at the cost of the Customer, provide Customer with such reasonable co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such Security Breach.

5. **SUB-PROCESSORS.**

Customer acknowledges and agrees that Knowledge Hub Media may: (a) engage any of its Affiliates as Sub-processors; and/or (b) engage third party Sub-processor(s) to Process Customer Data in connection with the provision of the Services. Knowledge Hub Media shall enter into a written agreement with each Sub-processor containing data protection obligations no less protective of Customer Data than those in the Agreement and this Agreement (to the extent applicable to the nature of the services provided by such Sub-processor). Knowledge Hub Media will be responsible to the Customer for any failure by any of its Sub-processors to comply with such data protection obligations.

6. **DATA SUBJECT RIGHTS.**

   (a) **Data Subject Requests**. Knowledge Hub Media shall, to the extent legally permitted, promptly notify Customer if a Data Subject Request that relates to Customer Data is received by Knowledge Hub Media. Customer shall, to the extent legally permitted, promptly notify Knowledge Hub Media if a Data Subject Request that relates to Knowledge Hub Media Data is received by Customer. Knowledge Hub Media shall not disclose any Customer Data to any Data Subject or to a third party other than with Customer's consent (not to be unreasonably withheld or delayed) unless legally compelled to do so or as expressly provided for in this Agreement and/or the Agreement.

   (b) **Co-operation to Data Subject Requests**. Taking into account the nature of the Processing, each party shall provide the other party with full co-operation and assistance in responding to any Data Subject Request by implementing reasonable and appropriate technical and organizational measures for the fulfilment of obligations to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent that the party receiving the Data Subject Request does not have the ability to address it and a response to such Data Subject Request is required under Data Protection Laws and Regulations, the other party shall

provide commercially reasonable efforts to assist the party receiving the request in responding to such request. To the extent legally permitted, the party requesting assistance shall be responsible for any costs arising from non-requesting party's provision of such assistance.

7. CO-OPERATION.

(a) **Co-operation of the Parties**. The parties shall promptly co-operate with each other, and promptly provide such information and assistance as the other party may reasonably require, to enable that party to comply with their obligations under the Data Protection Laws and Regulation in respect to Processing of Personal Data pursuant to the Agreement and to deal with and respond to all investigations and requests for information relating to the Processing of Personal Data pursuant to the Agreement from any Regulator.

(b) **Response to Regulators**. If either party receives any complaint, notice or communication from a Regulator or other third party (excluding a Data Subject, which shall be handled in accordance with Section 6 above) which relates directly or indirectly to the Processing of Personal Data or to either party's compliance with the Data Protection Laws and Regulations, the party shall as soon as reasonably practicable notify the other party.

(c) **Notification of Infringing Instructions**. Knowledge Hub Media, where it is acting as a Processor, shall immediately inform Customer if, in Knowledge Hub Media's opinion, any instruction given to it by Customer infringes the Data Protection Laws and Regulations.

8. DELETION OR RETURN OF PERSONAL DATA.

Upon completion of any Services involving the Processing of Customer Data or termination of the Agreement, whichever is earlier, Knowledge Hub Media shall promptly delete and procure the deletion of all copies Customer Data. At any time, Customer may, in its sole discretion, by written notice, require Knowledge Hub Media to (a) return a complete copy of Customer Data by secure file transfer in such format as is reasonably notified; and (b) delete and procure the deletion of all other copies of Customer Data Processed by Knowledge Hub Media, its Affiliates or any Sub-processors. The parties shall comply with any such written request as soon as reasonably practicable and within a maximum period of one hundred and eighty (180) days of the completion of Services or termination of the Agreement (whichever is earlier). Knowledge Hub Media will provide written certification of full compliance to Customer within ten (10) days after it has complied with such written request. Notwithstanding the foregoing, Knowledge Hub Media may retain Customer Data to the extent required by applicable laws and only to the extent and for such period as permitted by Data Protection Laws and Regulations.

9. AUDITS.

(a) **Verification of Processing**. Knowledge Hub Media shall (and will ensure that its Personnel shall) make available to Customer (and/or Customer's auditors and internal or external representatives, subject to reasonable and appropriate confidentiality undertakings being given by such auditors or representatives) information reasonably necessary to demonstrate Knowledge Hub Media's (and its Sub-processors') Processing activities in respect of Customer Data to enable Customer to verify that Knowledge Hub Media (and its Sub-processors) are complying fully with its obligations under the Agreement (including this Agreement) and in accordance with Data Protection Laws and Regulations in relation to the Processing of Customer Data.

(b) **Records of Processing Activities**. Knowledge Hub Media shall reasonably comply with requests from Customer (and/or Customer's auditors and internal or external representatives, subject to reasonable and appropriate confidentiality undertakings being given by such auditors or representatives) to inspect and audit Knowledge Hub Media's (and its Sub-processors') Processing activities in respect of Customer Data, and records of such Processing activities, to enable Customer to verify that Knowledge Hub Media (and its Sub-processors) are complying fully with its obligations under the Agreement (including this Agreement) and in accordance with Data Protection Laws and Regulations in relation to the Processing of Customer Data, provided that it is hereby agreed that Customer shall first exercise its inspection and audit rights by instructing Knowledge Hub Media to procure that an audit may be carried out once in a twelve month period.

(c) **Independent Auditors**. Knowledge Hub Media may use qualified and reputable independent third party security professionals to conduct audits. Such audits will be performed according to a recognized security standard and periodically as provided under the applicable standard. A certification of compliance shall be provided to Knowledge Hub Media upon the conclusion of any audits. Knowledge Hub Media shall maintain records of the certification and provide a copy of the certification to Customer, upon request.

(d) **Further Audit**. If, after compliance with the above Section 9(c), Customer demonstrates to Knowledge Hub Media's reasonable satisfaction that further audit is necessary for the purpose of determining compliance with Data Protection Laws and Regulations in relation to the Processing of Data, Knowledge Hub Media shall upon request, and at the expense of Customer, make available such other information and documents as Customer (and/or Customer's auditors and internal or external representatives, subject to reasonable and appropriate confidentiality undertakings being given by such auditors or representatives) may reasonably request in order for it to audit compliance with Data Protection Laws and Regulations in relation to Processing of Customer Data.

(e) **Non-Disclosure**. Knowledge Hub Media shall not be required to disclose any confidential business or commercially sensitive information, other customers' information, or other information it reasonably considers could be used to compromise the security or integrity of its systems.

(f) **Notification of Non-Compliance**. Customer shall promptly notify Knowledge Hub Media with information regarding any non-compliance discovered during the course of an audit.

10. **RESTRICTED TRANSFER.**

(a) **Transfers Outside of the EEA**. Customer shall not Process or transfer any Knowledge Hub Media Data outside of the EEA without the express prior written consent of Knowledge Hub Media. Except as expressly set forth herein, Knowledge Hub Media shall not Process or transfer any Customer Data outside of the EEA without the express prior written consent of Customer. Notwithstanding the foregoing, Customer acknowledges and agrees that Knowledge Hub Media may transfer Customer Data to its Affiliates or Sub-processors for Processing in accordance with the terms of the Agreement and this Agreement, and such Affiliates and/or Sub-processors may be located outside of the EEA.

(b) **Standard Contractual Clauses**. With respect to transfers of Personal Data outside the EEA that are consented to by the parties in accordance with Section 10(a) and where the party receiving Personal Data is located in a country not recognized by the European Commission as providing an adequate level of protection for personal data within the meaning of Data Protection Laws and Regulations, subject to Section 10(c) the following terms apply:

(i) *Knowledge Hub Media Data*. If Knowledge Hub Media Data is required to be transferred from the EEA to outside the EEA in connection with the Agreement by Knowledge Hub Media as the Data Exporter (as defined in the Standard Contractual Clauses), to Customer as Data Importer (as defined in the Standard Contractual Clauses), then the Standard Contractual Clauses attached as Schedule 1 shall apply and form part of this Agreement ("**SCC 1**"). For purposes of SCC 1, Customer's address shall be the address of the Data Importer, and its country of residence shall be the country of the Data Importer. Upon execution of the Agreement or, where the Agreement was initially executed without incorporating this Agreement by reference, upon execution of this Agreement, both parties shall be deemed to have accepted SCC 1 (and Customer shall be deemed to have added its initials to Section II(h)(iii) of SCC 1), and the Standard Contractual clauses shall become legally binding. The contact point for Customer as the Data Importer for purposes of Annex B of SCC 1 shall be the designated Customer contact set forth in the Agreement.

(ii) *Customer Data*. If Customer Data is required to be transferred from the EEA to outside the EEA in connection with the Agreement by Customer as the Data Exporter (as defined in the Standard Contractual Clauses), to Knowledge Hub Media as Data Importer (as defined in the Standard Contractual Clauses), then the Standard Contractual Clauses attached as Schedule 2 shall apply and form part of this Agreement

("**SCC 2**"). For purposes of SCC 2, the relevant Knowledge Hub Media entity, Affiliate, or Sub-processor's address shall be the address of the Data Importer, and its country of residence shall be the country of the Data Importer. Upon execution of the Agreement, or, where the Agreement was initially executed without incorporating this Agreement by reference, upon execution of this Agreement, both parties shall be deemed to have accepted SCC 2 and the Standard Contractual Clauses shall become legally binding.

(iii) *Conflict*. In the event of any conflict or inconsistency between the Agreement (including this Agreement) and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

(c) **Privacy Shield**. With respect to transfers of Personal Data outside the EEA that are consented to by the parties in accordance with Section 10(a) and where the party receiving Personal Data is located in the United States, the following terms apply:

(i) *Knowledge Hub Media Data*. If Knowledge Hub Media Data is required to be transferred from the EEA to the United States in connection with the Agreement by Knowledge Hub Media to Customer and Customer self-certifies with the Department of Commerce to participate in Privacy Shield, this Section 10(c)(i) applies. Knowledge Hub Media consents to the transfer of Knowledge Hub Media Data to Customer in the United States, provided that: (A) Customer maintains its certification under the Privacy Shield; (B) the Privacy Shield is recognized under Data Protection Laws and Regulations as a valid legal basis for transferring personal data to certified organizations in the United States; (C) Customer complies with the Principles; (D) Customer promptly responds to any and all requests from the Department of Commerce for information related to Privacy Shield compliance under the Agreement (including this Agreement); and (E) if Customer is unable to abide by the Principles, it must notify Knowledge Hub Media immediately and take all necessary steps to either cease processing of Knowledge Hub Media Data or remediate the issue. Customer agrees to promptly respond to any and all requests from the Department of Commerce for information related to Privacy Shield compliance under the Agreement (including this Agreement).

(ii) *Customer Data*. If Customer Data is required to be transferred from the EEA to the United States in connection with the Agreement by Customer to Knowledge Hub Media and Knowledge Hub Media self-certifies with the Department of Commerce to participate in Privacy Shield, this Section 10(c)(ii) applies. Customer consents to the transfer of Customer Data to Knowledge Hub Media in the United States, provided that: (A) Knowledge Hub Media maintains its certification under the Privacy Shield; (B) the Privacy Shield is recognized under Data Protection Laws and Regulations as a valid legal basis for transferring personal data to certified organizations in the United States; (C) Knowledge Hub Media complies with the Principles; (D) Knowledge Hub Media promptly responds to any and all requests from the Department of Commerce for information related to Privacy Shield compliance under the Agreement (including this Agreement); and (E) if Knowledge Hub Media is unable to abide by the Principles, it must notify Customer immediately and take all necessary steps to either cease processing of Customer Data or remediate the issue.

(iii) *Onward Transfers*. If Knowledge Hub Media Data or Customer Data is required to be transferred from a party located in the United States that self certifies with the Department of Commerce to participate in Privacy Shield to a third party in connection with the Agreement, then Knowledge Hub Media in respect of Knowledge Hub Media Data or Customer in respect of Customer Data, as applicable, consents to the transfer, provided that (A) the transferor complies with its obligations in respect of onward transfers under the Privacy Shield; (B) if the transferor is unable to comply with its obligations in respect of onward transfers for any reason, including any act or omission of the transferee, it must notify the consenting party immediately and take all necessary steps to either cease the onward transfer or remediate the issue; and (C) the Privacy Shield is recognized under Data Protection Laws and Regulations as a valid legal basis for transferring personal data to certified organizations in the United States and for onward transfers by such organizations in specified circumstances.

(iv) *Conflict*. In the event of any conflict or inconsistency between the Agreement (including this Agreement) and the Principles, the Principles shall prevail.

(d) **Invalidation of Transfer Mechanism**. If either party authorizes the other party to transfer Personal Data outside the EEA in accordance with this Agreement and either (a) the means by which adequate protection for the transfer is achieved ceases to be recognized under Data Protection Laws and Regulations as valid; or (b) any supervisory authority or Regulator requires transfers of Personal Data pursuant to such transfer mechanism to be suspended, this Section 10(d) applies. In such event, if the change affects a transfer of Knowledge Hub Media Data to Customer, then Knowledge Hub Media may, at its discretion, require Customer to immediately cease data transfers pursuant to such mechanism, to return all Knowledge Hub Media Data previously transferred pursuant to such mechanism, and for a senior officer or director of Customer to certify that this has been done. If the change affects a transfer of Customer Data to Knowledge Hub Media, then Customer may, at its discretion, require Knowledge Hub Media to immediately cease data transfers pursuant to such mechanism, to return all Customer Data previously transferred pursuant to such mechanism, and for a senior officer or director of Knowledge Hub Media to certify that this has been done.

IN WITNESS WHEREOF, this Agreement becomes a binding from the date of the Agreement or a prior arrangement into which this Agreement is incorporated by reference was entered into.

Company Name: _____   **IT Knowledge Hub LLC**

("Customer")   ("Knowledge Hub Media")

Signature: _____   **Signature:** _____

Name: _____   **Name:** Paul Guenther

Title: _____   **Title:** VP, Corporate Strategy & Development

Date Signed: _____   **Date Signed:** May 25, 2018

SCHEDULE 1 – STANDARD CONTRACTUAL CLAUSES (Knowledge Hub Media as Data Exporter)

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

Data transfer agreement

between

IT Knowledge Hub LLC ("Knowledge Hub Media") and/or its Affiliate(s)
(as described in the attached Data Processing Agreement)

Physical Address: 211 N Walnut St, 2nd Floor, West Chester, PA 19380

Telephone: (888) 406-7477   **Email**: privacy@knowledgehubmedia.com

hereinafter "data exporter"

And

_____ *("Customer") and/or its Affiliate(s)*
(as described in the attached Data Processing Agreement)

Physical Address: _____

Telephone: _____   **Email**: _____

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: *h(i)*

  Initials of data importer: ***The Data Importer's acceptance of the Data Processing Agreement attached hereto shall constitute initialling of this Section.***

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.

b)   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.

c)   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.

Dated: ***The Date that the attached Data Processing Agreement was signed by the Data Importer.***

FOR DATA IMPORTER

The Data Importer's acceptance of the attached Data Processing Agreement shall constitute its understanding and adherence to these Standard Contractual Clauses

FOR DATA EXPORTER

The Data Importer's acceptance of the attached Data Processing Agreement shall constitute its understanding and adherence to these Standard Contractual Clauses

ANNEX A

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.

DESCRIPTION OF THE TRANSFER

Data subjects
The personal data transferred concern the following categories of data subjects:
The categories of Data Subjects as defined and set forth in the Agreement (including the Agreement).

Purposes of the transfer(s)
The transfer is made for the following purposes:
For the Permitted Purpose(s) as set forth in the Agreement (including the Agreement).

Categories of data
The personal data transferred concern the following categories of data:
The categories of Personal Data as defined and set forth in the Agreement (including the Agreement).

Recipients
The personal data transferred may be disclosed only to the following recipients or categories of recipients:
The Data Importer.

Sensitive data (if appropriate)
The personal data transferred concern the following categories of sensitive data:
Not applicable.

Data protection registration information of data exporter (where applicable)
Not applicable.

Additional useful information (storage limits and other relevant information)
Not applicable.

Contact points for data protection enquiries

Data importer	**Data exporter**
Customer and/or its Affiliate(s)	*IT Knowledge Hub LLC and/or its Affliate(s)*
Attn: _____	*Attn:* Paul Guenther
*Company Name:*_____	*Company Name:* Knowledge Hub Media

SCHEDULE 2 – STANDARD CONTRACTUAL CLAUSES (Customer as Data Exporter)

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

_____ *("Customer") and/or its Affiliate(s)*
(as described in the attached Data Processing Agreement)

Physical Address: _____

Telephone: _____   **Email**: _____

…………………………………………………………………
(the data **exporter**)

And

IT Knowledge Hub LLC ("Knowledge Hub Media") and/or its Affiliate(s)
(as described in the attached Data Processing Agreement)

Physical Address: 211 N Walnut St, 2nd Floor, West Chester, PA 19380

Telephone: (888) 406-7477   **Email**: privacy@knowledgehubmedia.com

…………………………………………………………………
(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 of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a 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, namely as set forth in Section 10(b)(ii) in the Agreement.

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, namely as set forth in Section 10(b)(ii) in the Agreement.

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.

Dated: *The Date that the attached Data Processing Agreement was signed by the Data Exporter.*

FOR DATA EXPORTER

The Data Exporter's acceptance of the attached Data Processing Agreement shall constitute its agreement to these Standard Contractual Clauses

FOR DATA IMPORTER

The Data Importer's acceptance of the attached Data Processing Agreement shall constitute its agreement to these Standard Contractual Clauses

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 Customer as defined in the Data Processing Agreement (Agreement).

Data importer
The data importer is (please specify briefly activities relevant to the transfer):
IT Knowledge Hub LLC

Data subjects
The personal data transferred concern the following categories of data subjects:
The categories of Data Subjects as defined and set forth in the Data Processing Agreement (Agreement).

Categories of data
The personal data transferred concern the following categories of data (please specify):
The categories of Personal Data as defined and set forth in the Data Processing Agreement (Agreement).

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):
Not applicable.

Processing operations
The personal data transferred will be subject to the following basic processing activities (please specify):
For the Permitted Purpose(s) as set forth in the Data Processing Agreement (Agreement).

Data Exporter
Customer and/or its Affiliate(s)

Attn: _____

*Company Name:*_____

Signed: _____

The Data Exporter's acceptance of the attached Data Processing Agreement shall constitute its agreement to these Standard Contractual Clauses

Data Importer
IT Knowledge Hub LLC and/or its Affliate(s)

Attn: Paul Guenther

Company Name: Knowledge Hub Media

Signed: _____

The Data Importer's acceptance of the attached Data Processing Agreement shall constitute its agreement to these Standard Contractual Clauses

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 shall maintain the appropriate technical and organizational measures to protect Personal Data provided by data exporter (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), and to ensure the confidentiality and integrity of such Personal Data.

Data Exporter *Customer and/or its Affiliate(s)*	**Data Importer** *IT Knowledge Hub LLC and/or its Affliate(s)*
Attn: _____	*Attn:* Paul Guenther
*Company Name:*_____	*Company Name:* Knowledge Hub Media
Signed: _____	*Signed:* _____

The Data Exporter's acceptance of the attached Data Processing Agreement shall constitute its agreement to these Standard Contractual Clauses

The Data Importer's acceptance of the attached Data Processing Agreement shall constitute its agreement to these Standard Contractual Clauses