

This Data Processing Addendum (including the annexes attached hereto, this “DPA”) is hereby incorporated into the Agreement (as defined below) as of the Addendum Effective Date (as defined below) between the undersigned Party (“Customer”) and Nuclei, Inc. (“Nuclei”). Customer and Nuclei may be referred to herein individually as a “Party” and collectively as the “Parties”.

1. Definitions and Interpretation.

For purposes of this DPA, the terms below have the meanings set forth below. Capitalized terms that are used but not defined in this DPA have the meanings given in the Agreement.

- 1.1. **Addendum Effective Date** means the effective date of the Agreement as of the date signed by both Parties.
- 1.2. **Agreement** means the Nuclei Subscription Agreement or Business Partner Agreement, as applicable, entered into by and between the Parties.
- 1.3. **Cessation Date** has the meaning given in Paragraph 10.1.
- 1.4. **Customer Affiliates** means any companies which are controlled by Customer, which control Customer, or which are under common control with Customer and either: (i) are Controllers of any Customer Data; and/or (ii) on whose behalf Nuclei and/or any Subprocessor otherwise processes any Customer Data. For these purposes, “control” and its derivatives mean to hold, directly or indirectly, more than 50 % of the respective shares with voting rights.
- 1.5. **Customer Data** means the entirety of information provided or made available by Customer to Nuclei for Processing on Customer's behalf to perform the Services. It may or may not contain Personal Data.
- 1.6. **Data Protection Laws** means, collectively and as applicable (i) the GDPR; and (ii) all other applicable laws relating to the collection, Processing and protection of Customer Data and privacy that may exist in any relevant jurisdiction.
- 1.7. **Data Subject** means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **Data Subject Request** means the exercise by a Data Subject of their rights under, and in accordance with, the GDPR in respect of Customer Data.
- 1.9. **EEA** means the European Economic Area.
- 1.10. **EU** means the European Union.
- 1.11. **GDPR** means, as appropriate and as amended from time to time (i) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) (“EU GDPR”); and/or (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“UK GDPR”); and/or (iii) any legislation, and/or regulation implementing or made pursuant to them or which amends, replaces, re-enacts or consolidates any of them.
- 1.12. **Personal Data** means Customer Data that constitutes 'personal data', i.e. any information relating to a Data Subject.
- 1.13. **Processing** means any operation or set of operations which is performed by (or on behalf of Nuclei) on behalf of Customer under this DPA, on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- 1.14. Relevant Body means
- in the context of the UK GDPR, the UK Information Commissioner's Office; and/or
 - in the context of the EU GDPR, the European Commission.
- 1.15. Restricted Country means
- in the context of the UK, a country or territory outside the UK; and
 - in the context of the EEA, a country or territory outside the EEA,
- that the Relevant Body has not deemed to provide an adequate level of protection for Customer Data pursuant to a decision made in accordance Article 45(1) of the GDPR.
- 1.16. **Restricted Transfer** means the disclosure, grant of access or other transfer of Customer Data to any person located in
- in the context of the EEA, a Restricted Country outside the EEA (an "EEA Restricted Transfer"); and/or
 - in the context of the UK, a Restricted Country outside the UK (a "UK Restricted Transfer").
- 1.17. **Security Measures** means the security measures implemented by Nuclei from time to time, found at <https://trust.nuclei.ai>.
- 1.18. **Services** means any services provided by Nuclei to Customer pursuant to the Agreement.
- 1.19. **Standard Contractual Clauses ("SCCs")** means the standard contractual clauses approved by the European Commission pursuant to implementing Decision (EU) 2021/914.
- 1.20. **Subprocessors** means additional Processors appointed by Nuclei to Process Customer Data on its behalf, including the sub-processors listed at <https://trust.nuclei.ai>.
- 1.21. **Supervisory Authority** means (i) in the context of the EU GDPR, any authority within the meaning of Article 4(21) of the EU GDPR; and (ii) in the context of the UK GDPR, the UK Information Commissioner's Office.
- 1.22. **UK** means the United Kingdom.
- 1.23. **UK Transfer Addendum** means the template Addendum B.1.0 issued by the UK Information Commissioner's Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the Mandatory Clauses included in Part 2 thereof (the "Mandatory Clauses").
- 1.24. In this DPA
- the terms **Controller**, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach** and **Processing/Process/Processed** shall have the meaning ascribed to the corresponding terms in the Data Protection Laws;
 - unless otherwise defined in this DPA, all capitalized terms in this DPA shall have the meaning given to them in the Agreement; and
 - any reference to any statute, regulation or other legislation in this DPA shall be construed as meaning such statute, regulation or other legislation, together with any applicable judicial or administrative interpretation thereof (including any binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority).

2. Roles of the Parties.

In the course of Nuclei providing the Services under the Agreement, Customer may from time to time provide or make available Customer Data to Nuclei. The Parties acknowledge and agree that, in relation to any such Customer Data provided or made available to Nuclei for Processing by Customer under or in connection with the Agreement, Customer will be the Controller and Nuclei will be a Processor for the purposes of the Data Protection Laws.

3. Details of Processing.

The Agreement determines the subject-matter and duration of Nuclei's Processing of Customer Data, and the obligations and rights of Customer in relation to such Processing. The types of Customer Data, categories of Data Subjects and nature of Nuclei's Processing of Customer Data are set out in Annex 1 (Details of Processing).

4. Processing Instructions.

4.1. Nuclei shall Process Customer Data

- on behalf of Customer and only in accordance with the instructions given by Customer from time to time as documented in, and in accordance with, the terms of the Agreement; or
- as required by applicable laws, in which case Nuclei shall (to the extent not prohibited by such laws) inform Customer of that legal requirement before the relevant Processing of that Customer Data.

4.2. Nuclei shall promptly inform Customer if, in its opinion, an instruction infringes against applicable laws.

4.3. Customer acknowledges and agrees that Nuclei may use Customer Data in an anonymized format to analyze the performance and use of the Services and improve the Services accordingly, provided that, in doing so, Nuclei will act as an independent Controller of the Customer Data.

5. Lawful Processing.

5.1. Customer shall ensure that it is entitled to give access to the Customer Data to Nuclei so that Nuclei may lawfully Process Customer Data in accordance with the Agreement on Customer's behalf, which may include Nuclei Processing the Customer Data outside the country where Customer and/or the Data Subjects are located in order for Nuclei to provide the Services and perform its other obligations under the Agreement.

5.2. Customer shall

- comply with its obligations under the Data Protection Laws which arise in relation to this DPA, the Agreement and the receipt of the Services; and
- not do or omit to do anything which causes Nuclei (or any Subprocessor) to breach any of its obligations under the Data Protection Laws.

6. Personnel.

6.1. Nuclei shall ensure that all persons it authorizes to access Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6.2. Each Party shall take reasonable steps to ensure that any natural person acting under its authority who has access to Customer Data does not Process it except on instructions from it.

7. Technical and Organizational Measures.

- 7.1. Nuclei shall implement appropriate technical and organizational measures to protect Customer Data and ensure a level of security appropriate to the risk.
- 7.2. Nuclei's technical and organizational measures comprise those documented in its Security Measures. Customer acknowledges and agrees that Nuclei may revise the Security Measures from time to time in its sole discretion, provided that any such revisions shall not decrease the overall level of security afforded to Customer Data. Customer may verify at any time the information on Nuclei's security controls in place at <https://trust.nuclei.ai>, provided in real-time.
- 7.3. Customer hereby acknowledges and agrees that it has reviewed the Security Measures and hereby confirms that it is satisfied with them.

8. Restricted Transfers.

Option 1: Customer Data hosted in the EU / UK, clauses 8.1 and 8.2 apply.

- 8.1. Nuclei shall host all Customer Data inside of the EEA and/or the UK at all times.
- 8.2. Notwithstanding the foregoing, Customer acknowledges and agrees that Nuclei operates the Services from the United States, and that Nuclei personnel located in the United States may therefore require access to Customer Data from time to time. The Parties agree that, to the extent Nuclei personnel accesses Customer Data from a Restricted Country, this shall constitute a Restricted Transfer. To allow such Restricted Transfer to take place without breach of applicable Data Protection Laws, the Parties agree as follows:
 - in the event of an EEA Restricted Transfer, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be: (i) populated in accordance with Part 1 of Annex 2 (Population of SCCs); and (ii) entered into by the Parties and incorporated by reference into this DPA as of the Addendum Effective Date; and
 - in the event of a UK Restricted Transfer, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be: (i) varied to address the requirements of the UK GDPR in accordance with UK Transfer Addendum; (ii) populated in accordance with Part 2 of Annex 2 (Population of SCCs); and (iii) entered into by the Parties and incorporated by reference into this DPA as of the Addendum Effective Date.

Option 2: Customer Data hosted outside of the EU / UK, clause 8.3 applies.

- 8.3. Customer acknowledges and agrees that Nuclei operates the Services from the United States, and may therefore host, store and/or otherwise Process Customer Data outside of the EEA or UK, including in the United States. The Parties agree that, to the extent Nuclei Processes Customer Data in a Restricted Country, this shall constitute a Restricted Transfer. To allow such Restricted Transfer to take place without breach of applicable Data Protection Laws, the Parties agree as follows:
 - in the event of an EEA Restricted Transfer, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be: (i) populated in accordance with Part 1 of Annex 2 (Population of SCCs); and (ii) entered into by the Parties and incorporated by reference into this DPA as of the Addendum Effective Date; and
 - in the event of a UK Restricted Transfer, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be: (i) varied to address the requirements of the UK GDPR in accordance with UK Transfer Addendum; (ii) populated in accordance with Part 2 of Annex 2 (Population of SCCs); and (iii) entered

into by the Parties and incorporated by reference into this DPA as of the Addendum Effective Date.

- 8.4. **Conflicts.** In the event of any conflict between the terms of this DPA and the terms of the applicable SCCs, the terms of the applicable SCCs shall prevail to the extent of such conflict.
- 8.5. **Provision of full-form SCCs.** If required by any Supervisory Authority or the mandatory laws or regulatory procedures of any jurisdiction in relation to an EEA Restricted Transfer and/or UK Restricted Transfer, the Parties shall execute or re-execute the applicable SCCs as separate documents setting out the proposed transfers of Customer Data in such manner as may be required.

9. Subprocessors.

- 9.1. Customer hereby authorizes Nuclei to appoint the Subprocessors as additional Processors of Customer Data under the Agreement, provided that Nuclei shall
- impose upon such Subprocessors data protection obligations that ensure at least the same level of protection for Customer Data as set out in this DPA and comply with the requirements of Data Protection Laws; and
 - be fully liable to Customer for the acts and omissions of such Subprocessors in connection with any Customer Data.

- 9.2. Nuclei shall inform Customer of any intended changes concerning the addition or replacement of a Subprocessor by making such information available to Customer at <https://trust.nuclei.ai>. Customer may subscribe to receive electronic notifications of any addition or replacement of Subprocessors (which is, for the avoidance of doubt, Customer's responsibility).

Customer may object to such changes in writing setting out its reasonable concerns in detail within seven (7) days from the date of such notice. If Customer does not respond to such changes within that timeframe (whether or not Customer subscribed to receive electronic notifications), Nuclei shall have the right to continue to Process the Customer Data in accordance with the terms of this DPA, including by using the relevant Subprocessors. If Customer objects within that timeframe, Nuclei shall consult with Customer, consider Customer's concerns in good faith and inform Customer of any measures taken to address Customer's concerns. If Customer upholds its objection and/or demands significant accommodation measures which would result in a material increase in cost to provide the Services, Nuclei shall be entitled to increase the fees for the Services accordingly (acting reasonably) or, at its option, terminate the Agreement without further liability.

- 9.3. Where necessary to legalize the use of any Subprocessors, Customer hereby authorizes Nuclei to enter into SCCs in accordance with Paragraph 8 with such Processors as agent on behalf of Customer and (if required) Customer's Affiliates. Each such conclusion of SCCs shall be considered a supplement to the Agreement and shall be subject to the terms and conditions set out therein.

10. Deletion.

- 10.1. Upon the date of termination or expiry of Services involving the Processing of Customer Data (the "Cessation Date"), Nuclei shall cease all Processing of Customer Data related to such Services except as set out in this Paragraph.
- 10.2. Customer hereby acknowledges and agrees that, due to the nature of Customer Data Processed by Nuclei, return (as opposed to deletion) of Customer Data may require exceptional effort by Nuclei in some circumstances. Having regard to the foregoing, Customer agrees that it is hereby deemed (at the Cessation Date) to have irrevocably selected deletion, in preference of return, of such Customer Data. As such, Nuclei shall delete all relevant Customer Data Processed on behalf of Customer within thirty (30) days of the Cessation Date, subject to Nuclei retaining any copies

required by applicable laws (and in that case, for such period as may be required by such applicable laws).

- 10.3. Customer shall have sole responsibility to ensure that it backs up any Customer Data prior to deletion by Nuclei in accordance with this Paragraph 10, and Nuclei hereby excludes any and all liability arising out of Customer's failure to do so.

11. Assistance and Cooperation.

Nuclei shall, upon Customer's reasonable written request, provide reasonable assistance to Customer with complying with its legal obligations under Data Protection Laws, including in connection with any data protection impact assessments and prior consultations with Supervisory Authorities which Customer reasonably considers to be required of it by Data Protection Laws, in each case solely in relation to Processing of Customer Data by, and taking into account the nature of the Processing by, and information available to, Nuclei.

12. Data Subject Requests.

- 12.1. Nuclei shall, upon Customer's reasonable written request, provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances to assist Customer in fulfilling its obligation to respond to Data Subject Requests.
- 12.2. Notwithstanding the foregoing, Customer acknowledges and agrees that the Services may offer functionality for Customer to export Customer Data records without assistance from Nuclei, and Customer shall attempt to use any such self-serve functionality before requesting Nuclei's assistance with any Data Subject Request.
- 12.3. Upon receipt of any Data Subject Request that relates to Customer Data that Nuclei Processes for Customer, Nuclei shall promptly notify Customer and not respond to such Data Subject Request except on the written instructions of Customer.
- 12.4. Customer is solely responsible for responding to Data Subject Requests. Due to the nature of the Processing of Personal Data in certain industries, the implementation of Data Subject Requests may be limited by applicable laws and regulations.
- 12.5. Nuclei's notification of, or response to, a Data Subject Request pursuant to this Paragraph is not an acknowledgement by Nuclei of any fault or liability with respect to the relevant Data Subject Request.

13. Personal Data Breaches.

- 13.1. If Nuclei becomes aware of any actual Personal Data Breach affecting Customer Data, Nuclei shall: (i) notify Customer of such Personal Data Breach without undue delay; and (ii) take reasonable steps to mitigate the effects of the Personal Data Breach. The notification shall at least:
- describe the nature of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Customer Data records concerned;
 - communicate the name and contact details of the data protection officer or other contact point at Nuclei where more information can be obtained;
 - describe the likely consequences of the Personal Data Breach; and
 - describe the measures taken or proposed to be taken by Nuclei to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 13.2. Customer is solely responsible for complying with data breach notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Personal Data Breach.

13.3. Nuclei's notification of, or response to, a Personal Data Breach pursuant to this Paragraph is not an acknowledgement by Nuclei of any fault or liability with respect to the Personal Data Breach.

14. Demonstration of Compliance.

14.1. Nuclei shall, upon Customer's reasonable written request, make available to Customer all information reasonably necessary to demonstrate Nuclei's compliance with the obligations set out in this DPA in relation to Customer Data that Nuclei Processes for Customer. To the fullest extent possible, the Parties will use current certifications or other existing audit reports to minimize repetitive audits.

14.2. If Customer (acting reasonably and in good faith) considers that the information provided in accordance with Paragraph 14.1 is not sufficient to reasonably demonstrate Nuclei's compliance with the obligations set out in this DPA, or where otherwise required by Data Protection Laws, Customer may (at its sole cost) perform on-site audits at the Nuclei processing facility (or facilities) that are used in providing the Services to Customer, subject to the following:

- a) on-site audits may only be carried out once per calendar year, unless a Supervisory Authority having jurisdiction over Customer expressly requires more frequent audits (in which case the request for audit shall detail the applicable requirements under which the Supervisory Authority requires the audit and/or information from Customer, including details of the relevant regulation or regulatory obligation which necessitates such request);
- b) requests for on-site audit visits shall be made in writing by Customer at least sixty (60) days in advance (unless shorter notice is given by the Supervisory Authority or specifically required by the relevant regulatory obligation, in which case Customer will give as much advance notice as is possible in the circumstances and provide the reasoning for the shorter notice), and shall specify the scope of the information sought and the specific purpose of the audit;
- c) on-site audits will be limited to a review of Nuclei's compliance with this DPA;
- d) on-site audits shall be conducted during normal business hours for the relevant facility and shall be coordinated with Nuclei so as to cause minimal disruption to Nuclei's business operations;
- e) on-site audits must be reasonable in scope and duration, and shall not last more than two (2) business days;
- f) on-site audits shall be performed by Customer's employees and/or a reputable third-party auditor agreed to by both Parties, it being understood that Customer (and its representatives and/or third-party auditor) shall at all times be bound by the confidentiality provisions of the Agreement and shall be accompanied by a representative of Nuclei;
- g) Nuclei may require on-site audits to be conducted remotely if necessary for health and safety reasons;
- h) except as prohibited by applicable laws or the relevant Supervisory Authority, Nuclei shall receive and be entitled to comment on any report prepared by or on behalf of Customer prior to that report being finalized, and such report shall be Nuclei's confidential information except to the extent it relates to the business or affairs of Customer, which information will be Customer's confidential information;
- i) any publication or dissemination of any report prepared by or on behalf of Customer shall be done only pursuant to the confidentiality provisions of the Agreement;
- j) when performing audits in multi-client environments, care should be taken to ensure that risks to another client's environment (e.g., impact on service levels, availability of data, confidentiality aspects) are avoided or mitigated;

- k) Nuclei will not allow any form of direct security testing initiated by Customer or on behalf of Customer, including but not limited to, vulnerability scanning, penetration testing, application code scanning, dynamic testing, installation of audit software, direct access to systems, or ethical hacking of Nuclei systems, applications, databases, or networks, except as may otherwise be agreed by Nuclei's Chief Information Security Officer and/or designee in writing and signed by both Parties; and
- l) Nuclei will not acknowledge any results from any form of security testing that is not performed by Nuclei, provided that Nuclei will provide Customer and any Supervisory Authority with access to a summary of its annual vulnerability assessment findings.

15. Reimbursement.

Customer shall reimburse Nuclei for any and all costs reasonably incurred by Nuclei in performing its obligations under Paragraphs 11 to 14, in each case except to the extent that such costs were incurred as a result of any breach by Nuclei of its obligations under this DPA.

16. Miscellaneous.

- 16.1. Except as expressly modified by the DPA, the terms of the Agreement remain in full force and effect. To the extent of any conflict or inconsistency between this DPA and the other terms of the Agreement in relation to the subject matter of this DPA, this DPA will govern.
- 16.2. Notwithstanding anything in the Agreement or any order form entered in connection therewith to the contrary, the Parties acknowledge and agree that Nuclei's access to Personal Data does not constitute part of the consideration exchanged by the Parties in respect of the Agreement.
- 16.3. Notwithstanding anything to the contrary in the Agreement, any notices required or permitted to be given by Nuclei to Customer under this DPA may be given (i) in accordance with any notice clause of the Agreement; (ii) to Nuclei's primary points of contact with Customer; or (iii) to any e-mail provided by Customer for the purpose of providing it with Service-related communications or alerts. Customer is solely responsible for ensuring that such e-mail addresses are valid.
- 16.4. Nuclei agrees to cooperate in good faith with Customer concerning any amendments as may be reasonably necessary to address compliance with the Applicable Data Protection Laws.

– signature page follows –

DATA PROCESSING ADDENDUM

European Union / United Kingdom



IN WITNESS WHEREOF, the undersigned have executed this DPA by their duly authorized representatives, with the intention to be legally bound as of the Effective Date.

NUCLEI

Signature:

A handwritten signature in blue ink, appearing to read "Eric Franzen".

Name:

Eric Franzen

Title:

CEO

Address:

Nuclei, Inc.

101 Crawfords Corner Road

Suite 4116

Holmdel, New Jersey 07757, USA

CUSTOMER

Signature: _____

Name: _____

Title: _____

Address: _____

1. **Nuclei's activities.**

Nuclei offers an online platform allowing Customer to identify and store data required to meet Customer's compliance obligations.

2. **Subject matter and duration of the Processing of Customer Data.**

The subject matter and duration of the Processing of the Customer Data are set out in the Agreement and the DPA.

3. **Nature and purpose of the Processing of Customer Data.**

Nuclei will collect, record, organize, structure, store, transmit and delete Customer Data in order to deliver the Services.

4. **Types of Customer Data to be Processed.**

The nature and volume of Customer Data is entirely within Customer's control, but may include any of the following categories of Personal Data:

- Identification data (e.g., full name, date of birth, nationality, unique id numbers)
- Contact data (e.g., e-mail address, postal address, telephone number).
- Video capturing / recording (e.g., of conference calls and other electronic interactions, which may include footage of call participants).
- Audio capturing / recording (e.g., of conference calls and other electronic interactions, which may include voice recordings of call participants).
- Capturing / recording of images.
- Capturing / recording of all written communications, including e-mail and messaging.

Unique only identifiers (e.g., IP address, other identifiable logs)

- Billing and payments data
- Other; please specify:

5. **Categories of Data Subjects to whom the Customer Data relates.**

The identity of Data Subjects whose Customer Data will be Processed by Nuclei is entirely within Customer's control, but may include any of the following categories of Data Subjects:

- Customer's and Customer Affiliates' customers / end users
- Customer's and Customer Affiliates' prospective customers / end users
- Customer's and Customer Affiliates' employees, contractors, and other member of staff
- Customer's and Customer Affiliates' prospective employees, contractors, and other member of staff
- Other; please specify:

6. **Authorized Subprocessors.**

Customer authorizes Nuclei to appoint the Subprocessors listed at <https://trust.nuclei.ai>.

7. **Data Retention.**

Nuclei will delete the Customer Data from its systems on expiry or termination of the Services in accordance with Paragraph 10 of the DPA.

NOTES.

- In the context of any EEA Restricted Transfer, the SCCs populated in accordance with Part 1 of this Annex 2 are incorporated by reference into and form an effective part of the DPA.
- In the context of any UK Restricted Transfer, the SCCs as varied by the UK Transfer Addendum and populated in accordance with Part 2 of this Annex 2 are incorporated by reference into and form an effective part of the DPA.

PART 1 – EEA RESTRICTED TRANSFERS.

Where the SCCs apply in accordance with Paragraph 8 of this DPA, each of the Parties is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs.

1. Applicable Module.

Module Two (2) of the SCCs shall apply to any EEA Restricted Transfer.

2. Population of the Body of the SCCs.

The SCCs shall be populated as follows:

- a) The optional 'Docking Clause' in Clause 7 is not used and the body of that Clause 7 is left intentionally blank.
- b) In Clause 9
 - Option 2: GENERAL WRITTEN AUTHORIZATION applies, and the minimum time period for advance notice of the addition or replacement of Subprocessors shall be the advance notice period set out in Paragraph 9 of this DPA; and
 - Option 1: SPECIFIC PRIOR AUTHORIZATION is not used, and that optional language is deleted; as is, therefore, Annex III to the Appendix to the SCCs.
- c) In Clause 11, the optional language is not used and is deleted.
- d) In Clause 13, all square brackets are removed, and all text therein is retained.
- e) In Clause 17, OPTION 1 applies, and the Parties agree that the SCCs shall be governed by the law of Germany in relation to any EEA Restricted Transfer.
- f) For the purposes of Clause 18, the Parties agree that any dispute arising from the SCCs in relation to any EEA Restricted Transfer shall be resolved by the courts of Germany, and Clause 18(b) is populated accordingly.

3. Population of Annexes to the SCCs.

- a) Annex I to the Appendix to the SCCs is populated with the corresponding information detailed in Annex 1 (Details of Processing) to this DPA, with Customer being 'data exporter' and Nuclei being 'data importer'.

- b) Part C of Annex I to the Appendix to the SCCs is populated as below:

*Bavarian Authority for Data Protection Supervision
Promenade 18, DE 91522 Ansbach
P.O. Box 1349, DE 91504 Ansbach
Germany*

- c) Annex II to the Appendix to the SCCs is populated by reference to the Security Measures.

PART 2 – UK RESTRICTED TRANSFERS.

Where relevant in accordance with Paragraph 8 of this DPA, the SCCs also apply in the context of UK Restricted Transfers as varied by the UK Transfer Addendum in the manner described below:

1. [Part 1 of the UK Transfer Addendum.](#)

As permitted by Section 17 of the UK Transfer Addendum, the Parties agree that:

- Tables 1, 2 and 3 of Part 1 of the UK Transfer Addendum are deemed populated with the corresponding details set out in Annex 1 (Details of Processing) to this DPA and the foregoing provisions of Part 1 of this Annex 2 (subject to the variations effected by the Mandatory Clauses described in (b) below); and
- Table 4 of Part 1 of the UK Transfer Addendum is completed by the box labelled 'Data Importer' being deemed to have been ticked.

2. [Part 2 of the UK Transfer Addendum.](#)

The Parties agree to be bound by the Mandatory Clauses of the UK Transfer Addendum.

3. In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs shall be read as a reference to those SCCs as varied in the manner set out in this Part 2.