

## **Crimson Data Processing Addendum**

This data processing addendum (the “**Addendum**”) applies to personal data that Crimson processes on the Customer’s behalf as part of Crimson’s services to the Customer (“**Services**”). Crimson means the legal entity with whom the Customer has signed the Agreement for Services, which is either Crimson Hexagon, Inc., a Delaware corporation with its principal place of business at 253 Summer Street, Boston, MA, 02210 or Crimson Hexagon Ltd., an English company with its registered office address at 16 Hatfields, 2nd Floor, London, SE1 8DJ (“**Crimson**”).

This Addendum forms part of the Master Services Agreement (“**Agreement**”) between Crimson and the Customer. This Addendum only applies to Crimson’s processing of personal data on the Customer’s behalf as part of any Services. In the event of a conflict between the Agreement and this Addendum, this Addendum prevails. Any terms not defined in this Addendum have the meanings given to them in the Agreement.

### **How to execute this Addendum:**

1. Crimson has pre-signed this Addendum. The Customer only needs to sign this Addendum and email it to Crimson.
2. The Customer must:
  - provide the requested information and sign the Addendum at the bottom of this document on page 4, before Schedule 1;
  - provide the requested information as a data exporter at the top of Schedule 2, on page 6;
  - provide the requested information as a data exporter and sign at the end of Schedule 2, on pages 12-13;
  - sign Appendix 1 on page 15; and
  - sign Appendix 2 on page 16.
3. After the Customer has signed everything in this Addendum, the Customer must print and email the signed Addendum to [legal@brandwatch.com](mailto:legal@brandwatch.com).

### **1. The Customer’s instructions**

- 1.1. In this Addendum, the terms "personal data", "process", "data controller", "data processor", "data subject", and "personal data breach" have the meanings set out in the Data Privacy Laws.
- 1.2. If Crimson processes any personal data on the Customer’s behalf as part of any Services, Crimson will process such personal data only on the Customer’s documented instructions, unless required to do so by applicable law; where applicable law requires otherwise, Crimson will inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 1.3. The parties agree that this Addendum constitutes the Customer’s documented instructions for the processing of personal data as part of the provision of the

Services. Additional instructions outside the scope of this Addendum will be subject to the prior written agreement between the parties, including in relation to any additional fees that the Customer is required to pay to Crimson for carrying out such instructions.

- 1.4. The Customer will ensure that its use of the Services and its instructions regarding the processing of any personal data pursuant to this Addendum will comply with all applicable laws, and that Crimson's processing of any personal data in accordance with the Customer's instructions will not cause Crimson to be in breach of any Data Privacy Laws.

## **2. Crimson's obligations**

- 2.1. If Crimson processes any personal data on the Customer's behalf as part of the provision of the Services, Crimson will:

- (a) ensure that its personnel that it authorises to process personal data have committed themselves to appropriate obligations of confidentiality;
- (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with processing the personal data;
- (c) taking into account the nature of the processing and the information available to Crimson, subject to payment of Crimson's reasonable and demonstrable costs and expenses, provide reasonable and appropriate assistance to the Customer, to the extent possible, in relation to:
  - (i) the fulfilment by the Customer of the Customer's obligations to respond to requests relating to the exercise of individuals' rights under Data Privacy Laws where Crimson processes such individuals' personal data pursuant to this Addendum; and
  - (ii) the Customer's compliance with its obligations under Data Privacy Laws relating to the security of personal data, notification of personal data breaches to the applicable supervisory authority and/or communication of personal data breaches to individuals (to whom such personal data relate), data protection impact assessments and prior consultation with supervisory authorities, in each case in relation to any personal data Crimson processes pursuant to this Addendum;
- (d) notify the Customer without undue delay after becoming aware of a personal data breach;
- (e) at the written request of the Customer, delete or return all personal data to the Customer after the end of the provision of the Services relating to the processing under this Addendum, and delete existing copies unless applicable law requires storage of any personal data;
- (f) not process any personal data outside the European Economic Area without providing for appropriate safeguards in accordance with applicable Data Privacy Laws; and
- (g) make available to the Customer all information necessary to demonstrate compliance with the obligations in this Addendum.

- 2.2. Nothing in this Addendum is intended to prevent Crimson from complying with any legal obligation imposed by a supervisory authority, other regulator, or court.

### **3. Sub-processors**

- 3.1. Notwithstanding any other provisions of the Agreement, Crimson will not engage any third party to process any personal data under this Addendum (a “**Sub-processor**”) that is not listed at <http://www.brandwatch.com/legal/sub-processors> when the Customer signs this DPA, without the Customer’s prior written consent. Any Sub-processor Crimson engages will be subject to materially equivalent terms regarding data protection as are imposed on Crimson pursuant to this Addendum.
- 3.2. All Sub-processors listed at <http://www.brandwatch.com/legal/sub-processors> constitute permitted Sub-processors to which you do not object. Crimson will inform the Customer of any intended changes concerning the replacement of any permitted Sub-processor with a non-permitted Sub-processor, and give the Customer the opportunity to object to such changes.
- 3.3. Where any Sub-processor fails to fulfill its obligations regarding data protection, Crimson will remain liable for the performance of the Sub-processor’s obligations, subject to the exclusions and limitations of liability under the Agreement.

### **4. Audit and inspections**

- 4.1. Subject to clause 4.2 of this Addendum, Crimson will support audits that the Customer conducts (either itself or via an external auditor), at Customer’s cost and expense.
- 4.2. Any audit conducted pursuant to clause 4.1 of this Addendum is subject to the following conditions:
- (a) the Customer will provide reasonable advance notice of any audit;
  - (b) any audit may only be conducted during Crimson’s normal business hours;
  - (c) any audit must be conducted so as to cause minimal disruption to Crimson’s normal business operations;
  - (d) any third-party auditor will enter into direct confidentiality obligations with Crimson which are reasonably acceptable to Crimson;
  - (e) any audit will be limited only to Crimson’s data processing activities as part of its Services as a data processor to Customer, and to such information as is reasonably necessary for Customer to assess Crimson’s compliance with the terms of this Addendum;
  - (f) as part of any audit, Customer (or its external auditor) will not have access to Crimson’s Confidential Information; and
  - (g) Customer will reimburse Crimson’s reasonable and demonstrable costs and expenses associated with any audit.

**Crimson Hexagon, Inc.**

DocuSigned by:  
*Dylan Marvin*  
Signature: \_\_\_\_\_  
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Name: Dylan Marvin

Title: General Counsel

Date: February 7, 2019 | 08:35 PST

**Crimson Hexagon Ltd.**

DocuSigned by:  
*David Reynolds*  
Signature: \_\_\_\_\_  
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Name: David Reynolds

Title: CFO

Date: February 8, 2019 | 00:10 PST

**Customer name:**

**Customer address:**

**Signature:**

**Name:**

**Title:**

**Date:**

## Schedule 1

### Details of the processing

**Subject matter:** The subject matter of the data processing under this Addendum is the Services that involve the processing of personal data on the Customer's behalf, as defined in the Agreement.

**Duration:** The duration of the processing under this Addendum is for the duration of the Agreement.

**Nature and Purpose of the processing:** The provision of Crimson's Services, including Vizia (a data display and visualisation tool) and any content upload APIs.

**Type of Personal Data:** The type of personal data that Crimson processes on the Customer's behalf depends on how the Customer uses the Services and which personal data the Customer selects to be processed via the Services. Such personal data could include the following:

- First and last name
- Title
- Position
- Employer
- Professional life data, which may include data related to historical employment history, data related to skills, awards, or interests, or other data relating to professional life
- Personal life data, which may include data about interests, likes, dislikes, or other data relating to personal life
- Location data

**Categories of data subjects:** The Customer may request that Crimson processes various types of personal data, depending on the data sources or applications that the Customer uses. This may include:

- Prospects, customers, business partners, or vendors of the Customer;
- Employees or contact persons of the Customer;
- The Customer's users of the Services; and
- Individual authors who publish data on social media platforms, blogs, and other parts of the internet.

## Schedule 2

### Standard Contractual Clauses (processors)

**2010 EU Model clauses extracted from 2010/87/EU Annex EU Standard Contractual Clauses for the transfer of personal data to data processors established in third countries which do not ensure an adequate level of data protection**

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For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organisation:

Address:

Email:

Other information to identify the organisation:

(the "**data exporter**")

And

Name of the data importing organisation: Crimson Hexagon, Inc.

Address: 253 Summer Street, Boston, MA, 02210

Email: [privacy@brandwatch.com](mailto:privacy@brandwatch.com)

Other information to identify the organisation: n/a

(the "**data importer**")

Both 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.

#### 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 EU Data Protection Laws 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 entity 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 EU Data Protection Laws 95/46/EC;

- d) the "**sub-processor**" means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor 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; and
- 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.

## 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.

## 3. Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4.1(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 sub-processor 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 sub-processor 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.

#### 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 EU Data Protection Laws 95/46/EC;
- g) to forward any notification received from the data importer or any sub-processor 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 sub-processing 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor 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).



## 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:
  - e) 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;
  - f) any accidental or unauthorised access; and
  - g) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- h) 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;
- i) 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;
- j) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, 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;
- k) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- l) that the processing services by the sub-processor will be carried out in

accordance with Clause 11;

m) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

## **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 sub-processor 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 sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.
3. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.
4. 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 sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.

## **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.

## **8. Co-operation 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 sub-processor, 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 sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

## **9. Governing law**

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

## **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.

## **11. Sub-processing**

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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the laws of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded

under the Clauses and notified by the data importer pursuant to Clause 5.1(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

## 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 sub-processor 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 sub-processor 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.

This agreement has been entered into as of the effective date of the Addendum.

### On behalf of the data exporter:

Name (written out in full):

Role:

Address:

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

Signature:

(stamp of organisation)

### On behalf of the data importer:

Name (written out in full): Dylan Marvin

Role: General Counsel

Address: 253 Summer Street, Boston, MA, 02210

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

Signature:

DocuSigned by:  
*Dylan Marvin*  
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(stamp of organisation)

## **Appendix 1**

### **to the Standard Contractual Clauses**

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

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

#### **Data exporter**

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

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

#### **Data importer**

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

The data importer is Crimson Hexagon Inc., a social media analytics corporation, which processes Personal Data upon the instruction of the data exporter in accordance with the terms of the Agreement.

#### **Data subjects**

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

Data exporter may submit personal data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to, personal data relating to the categories of data subjects set out in Annex 1 to this DPA.

#### **Categories of data**

The personal data transferred concern the following categories of data:

Data exporter may submit personal data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to, personal data relating to the categories of data subjects set out in Annex 1 to this DPA.

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

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

The data exporter may submit special categories of data to Crimson Hexagon, the extent of which is determined and controlled by the data exporter in its sole discretion. Such special categories, if any, are set out in Annex 1 to this DPA.

#### **Processing operations**

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

The personal data transferred will be subject to the following basic processing activities: The personal data transferred will be processed in accordance with the Agreement to provide the Services, and are as set out in Annex 1 to this DPA.

DATA EXPORTER

Name:

Authorised Signature:

DATA IMPORTER

Name: Dylan Marvin

Authorised Signature:

DocuSigned by:  
*Dylan Marvin*  
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## Appendix 2

### to the Standard Contractual Clauses

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

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

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal data uploaded to the Services as more particularly set out on <http://help.crimsonhexagon.com>.

#### DATA EXPORTER

Name:

Authorised Signature:

#### DATA IMPORTER

Name: Dylan Marvin

Authorised Signature:

DocuSigned by:

*Dylan Marvin*

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