NationBuilder

DATA PROCESSING ADDENDUM
(INCLUDING EU STANDARD CONTRACTUAL CLAUSES)

This Data Processing Addendum (**"DPA"**) shall become effective without any further action by the parties:

(a) if Customer signing this DPA purchased the Service through 3DNA's website and agreed to be bound by the Master Terms of Service found at www.nationbuilder.com/tos, this DPA forms an addendum to and part of the Master Terms of Service Agreement, or

(b) if Customer signing this DPA purchased the Service by signing a Purchase Order or Sales Order (**"Order Form"**) with 3DNA, this DPA forms an addendum to and part of the Order Form, or

(c) if Customer signing this DPA purchased the Service by signing a Negotiated Service Agreement with 3DNA, this DPA forms an addendum to and part of the Negotiated Service Agreement.

Each of the Master Terms of Service, Order Form, and Negotiated Service Agreement is referred to as the **"Agreement"**, one of which was entered into by 3DNA and Customer for the use of 3DNA's online NationBuilder Service, with regard to Processing of Customer Data, including Personal Data, in accordance with Data Processing Laws.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum. All capitalized terms have the same meaning as set forth in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect. In the event of a conflict between this DPA and the Agreement, the terms of this DPA shall control.

1. DEFINITIONS

   a. **"3DNA"** means 3DNA Corp., d.b.a. "NationBuilder", a Delaware corporation with its principal place of business located at 520 S. Grand Avenue, Los Angeles, California 90071, USA.

   b. **"Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with 3DNA, 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.

   c. **"Customer Data"** means all Personal Data processed by 3DNA or its Sub-processors pursuant to or in connection with the Principal Agreement .

   d. **"Data Controller"** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the

processing of personal data; where the purposes and means of processing are determined by EU or Member State laws, the controller (or the criteria for nominating the controller) may be designated by those laws.

e. **"Data Processor"** means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller.

f. **"Data Protection Laws and Regulations"** means (a) European Union or Member State laws, including, but not limited to GDPR, with respect to any Customer Data in respect of which any Company Group Member is subject to EU Data Protection Laws; and (b) to the extent applicable, the data protection or privacy laws of any other country with respect to any Customer Data to which 3DNA is subject.

g. **"Data Security Documentation"** means 3DNA's data security policies and procedures, as currently existing and as amended or implemented hereafter, which 3DNA makes available to its customers.

h. **"Data Subject"** means the individual to whom Personal Data relates.

i. **"GDPR"** means EU General Data Protection Regulation 2016/679.

j. **"Personal Data"** means any information relating to an identified or identifiable person where such data is submitted to the Services as Customer Data.

k. **"Process"** or **"Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

l. **"Service"** means 3DNA's NationBuilder® service as offered through our website at www.nationbuilder.com.

m. **"Standard Contractual Clauses"** means the European Commission's Standard Contractual Clauses attached hereto as Attachment 1.

n. **"Sub-processor"** means any person who has entered into an agreement with 3DNA, including third parties, such as 3DNA's Affiliates for the purpose of carrying out processing activities on behalf of the Customer and which is imposed the same data protection obligations as set out in this DPA.

o. The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their associated terms shall be construed accordingly.

2. WHEN APPLICABLE

a. **Application of DPA.** If Customer signing this DPA is not a party to an Agreement with 3DNA, this DPA is not valid and is not legally binding. The parties agree that any and all existing data processing agreements existing between the parties are hereby terminated.

3. SCOPE OF APPLICATION AND RESPONSIBILITIES

a. **Data Controller and Processor Roles.** The parties agree that Customer is the Data Controller and 3DNA is the Data Processor.

b. **Processing of Personal Data by Customer.** It is up to the Customer's sole discretion to decide what Personal Data is transferred as part of the Service provided by 3DNA and 3DNA has no influence whatsoever over the selection of such Personal Data. The categories of Personal Data which can be processed are listed Attachment 2.

c. 3DNA shall inform the Customer if in 3DNA's opinion an instruction given by the Customer violates or does comply Applicable Data Protection Law and notably the GDPR.

d. Customer shall acquire and, through its use of the Service, Process Personal Data in accordance with the Data Protection Laws and Regulations, including, but not limited to, providing Data Subjects with adequate privacy notice, obtaining and maintaining required consents, notification to Data Subjects that Personal Data will be made available to a third party (i.e. 3DNA and its sub-processors).

e. Customer shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness, and legality of Personal Data, including the methods and consents Customer uses to acquire Personal Data.

f. **Processing of Personal Data by 3DNA.** 3DNA shall only Process Personal Data in accordance with the instructions provided to it by Customer, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by a mandatory rule resulting from Applicable Data Protection Law. In such a case, 3DNA shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

g. At all times 3DNA shall process Personal Data as Confidential Information. Customer authorizes 3DNA to Process Personal Data in the following ways: (1) in accordance with any all Order Forms and the Agreement, including, but not limited to, Appendix 1, (2) in accordance with processes initiated by Customer and Customer's Users through the use of the Service, and (3) in accordance with commercially reasonable instructions provided by Customer, where instructions are consistent with the terms of the Agreement. The parties agree that an instruction shall be deemed to be given where 3DNA acts within the framework of the Agreement or this DPA.

h. 3DNA shall not take any unilateral decisions about the use of the Personal Data or the duration the Personal Data will be stored, except pursuant to statutory provisions that

prescribe otherwise. The customer is responsible for determining and complying with data storage duration limitations.

i. 3DNA undertakes to notify, without undue delay, the Customer any modification or change which may affect the processing of Personal Data.

j. **Ownership of Data.** The ownership and control of Personal Data remains with Customer, and Customer will at all times remain the Data Controller. Customer is responsible for compliance with its obligations as Data Controller under data protection laws, in particular for justification of any transmission of Personal Data to 3DNA (including providing any required notices and obtaining any required consents), and for its decisions concerning the Processing and use of the Personal Data.

k. **Use of Data by 3DNA.** With respect to Personal Data that has been de-identified, anonymized, pseudonymized, masked and/or aggregated (referred to as **"De-Identified Personal Data"**, but for Personal Data of European residents, includes only Personal Data that has been anonymized in accordance with GDPR rules), as well as data which is created, generated, organized, formatted, derived, trained, ensembled, or based from or on De-Identified Personal Data, 3DNA has the right to (a) use all of the foregoing for its own internal business purposes, (b) modify the De-Identified Personal Data, (c) aggregate or combine the De-Identified Personal Data with other data, (d) disclose De-Identified Personal Data to third parties, (e) use the De-Identified Personal Data in demonstrations of products and services to third parties, and (f) license, assign, convey and/or transfer ownership of De-Identified Personal Data and any or all of 3DNA's rights thereto to third parties.

l. Appendix 1 to this DPA sets out certain information regarding the Contracted Processors' Processing of Customer Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). 3DNA may make reasonable amendments to Appendix 1 by written notice to Customer from time to time as 3DNA reasonably considers necessary to meet those requirements.

4. **RIGHTS OF DATA SUBJECTS**

a. **Data Subject Requests.** Where 3DNA receives a Data Subject's request related to his or her rights to access, correct, delete data, to object or restrict the processing or to data portability, 3DNA shall not directly respond to any requests of Data Subjects and shall refer such Data Subject request to Customer and inform the Data Subject thereof. 3DNA shall use commercially reasonable efforts to support Customer in taking the requested actions. The foregoing shall apply only where Customer has so instructed 3DNA in writing, and where Customer reimburses 3DNA for the cost and expenses incurred in providing such support (such reimbursement as set forth in Section 9.c). 3DNA shall only be held to a mere obligation of means and Customer shall remain at all times responsible for fulfilling his or her obligation to respond to Data Subjects' request.

5. **3DNA PERSONNEL**

a. **Confidentiality.** 3DNA shall take reasonable steps designed to ensure that its personnel engaged in Processing Personal Data do so under written confidentiality agreements,

have received the appropriate training to handle Personal Data, and are informed of the confidential nature of Personal Data.

b. **Limitation on Access.** 3DNA shall take reasonable steps designed to ensure that 3DNA's access to Personal Data is limited to those people who meet the requirements under Section 5(a).

c. **Data Privacy Officer.** 3DNA has appointed a Data Privacy Officer who may be reached at privacy@nationbuilder.com.

6. **SUB-PROCESSORS**

a. **Appointment of Sub-Processors.** Customer grants a general authorization to 3DNA and its Affiliates to engage or replace Sub-processors to perform parts of the Service, provided that the conditions specified below are respected.

b. **Sub-Processor's agreement.** Prior to receiving any Personal Data of Customer, Sub-processors will be under written agreements that are substantially similar in scope, where applicable, to this DPA and the Standard Contractual Clauses. 3DNA and its Affiliates shall ensure that each Sub-processor performs the obligations under Sections 3 (compliance with applicable laws), 7 (security measures), 4 (data subject rights), 7.b (data breach), 10 (data protection impact assessment), and 9.c (audit rights), as they apply to Processing of Customer Personal Data carried out by that Sub-processor, as if it were party to this Addendum in place of 3DNA. Where 3DNA's Sub-processors fail to fulfil their data protection obligations, 3DNA will remain fully responsible and liable for the performance of its obligations and of those Sub-processors' obligations pursuant to this DPA.

c. **List of Current Sub-Processors.** 3DNA and each 3DNA Affiliate may continue to use those Sub-processors already engaged by 3DNA or any 3DNA Affiliate as at the date of this Addendum, subject to 3DNA and each 3DNA Affiliate in each case as soon as practicable meeting the obligations set out in section 6.4

d. **Notice and Objection Right to New Sub-Processors.** 3DNA will provide Customer with notice of any intended changes concerning the addition or replacement of Sub-processors being used in the Service in order to give the Controller the opportunity to comment to such change, and as the case may be, to object in accordance with article 28 of the GDPR. If Customer objects in writing within ten (10) days of receipt of such notice to a particular Sub-processor Processing Personal Data (with specific details of its reasons for objection), and that objection is not unreasonable in 3DNA's reasonable determination, 3DNA will use commercially reasonable efforts to provide an alternative method for provision of the Service to Customer, without Processing Personal Data using the new Sub-processor. If no objection is received within such ten (10) period, such Sub-Processor shall be deemed approved. For example, 3DNA may allow Customer to 'turn off' or 'opt-out' of certain features provided by a Sub-Processor. If 3DNA is unable to make reasonable changes to the Service within 60 days of Customer's written objection, Customer may terminate the Service.

e. **Customer's Processors.** 3DNA's Service includes the possibility for Customers to integrate their own APIs or those of third parties. 3DNA is not responsible for the

compliance of the processing carried out by such APIs with the applicable laws. Customer shall remain at all times responsible for the compliance of the processing carried out by its own APIs or those of third parties he has agreed to integrate in 3DNA's Service.

7. **SECURITY**

   a. **Protection of Personal Data.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, 3DNA shall, in relation to protection of Customer Personal Data, maintain a Data Security Policy, which incorporates technical, administrative, and physical security measures design to ensure the safety and integrity of Personal Data, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Customers may request a copy of 3DNA's Data Security Policy, which 3DNA will provide under a confidentiality agreement. 3DNA may revise, but, not materially diminish the standards set out in the Data Security Policy during the Agreement.

   b. **Personal Data Breach.**

      i. 3DNA shall notify Customer without undue delay upon 3DNA or any Sub-processor becoming aware of and verifying the occurrence of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

      ii. 3DNA shall cooperate with Customer and assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. **RETURN AND DELETION OF CUSTOMER DATA**

   a. 3DNA shall return Customer Personal Data to Customer and delete Customer Personal Data in accordance with 3DNA's data retention policies and applicable law, provided that 3DNA may retain Customer Personal Data to the extent required by applicable law and always provided that 3DNA shall ensure the confidentiality of all such Customer Personal Data.

9. **ADDITIONAL TERMS FOR EU PERSONAL DATA**

   The following provisions of this Section 9 shall apply only to Customers subject to the GDPR :

   a. **Application of Standard Contractual Clauses.**

      i. The Standard Contractual Clauses provided in Attachment 1 shall apply only to Processing of Personal Data as defined under the GDPR that is directly or indirectly transferred from the European Economic Area (**"EEA"**), to any recipient in a country that is: (i) not recognized by the European Commission as

providing an adequate level of protection to personal data, and (ii) not covered by a suitable framework for the protection of Personal Data.

ii. Further, the Standard Contractual Clauses apply only to (i) 3DNA Customers who have executed the Standard Contractual Clauses as a Data Exporter and, (ii) any Affiliates of Customer subject to the GDPR who have purchased the Service through Customer.

In accordance with the Standard Contractual Clauses, a Customer transferring Personal Data to 3DNA will be considered a **"Data Exporter"**, and 3DNA will be considered a **"Data Importer"** (both terms as defined in the Standard Contractual Clauses).

b. **Instructions.** Customer hereby instructs 3DNA to Process Personal Data in accordance with the applicable purchased Service as detailed in the Agreement, Order Form, or Negotiated Service Agreement.

c. **Audits and Certifications.** The parties agree that the audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following conditions:

i. Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, and no more than once annually during the Agreement, 3DNA shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of 3DNA and which is under written obligations of confidentiality) information regarding 3DNA's compliance with the obligations set forth in this DPA in the form of the audits set forth in 3DNA's Data Security Documentation to the extent 3DNA makes them generally available to its customers. Customer may contact 3DNA in accordance with the "Notices" Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data.

ii. Customer or the relevant Customer Affiliate undertaking an audit shall give 3DNA or the relevant 3DNA Affiliate reasonable notice of any audit or inspection and shall make (and ensure that each of its mandated auditors makes) reasonable efforts to avoid causing (or, if it cannot avoid, to minimize) any damage, injury or disruption to the 3DNA's and its Affiliate's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. 3DNA or its Affiliates need not give access to its premises for the purposes of such an audit or inspection:

1. to any individual unless he or she produces reasonable evidence of identity and authority;

2. outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Customer or the relevant Customer Affiliate undertaking an audit has given written notice to 3DNA or the relevant 3DNA Affiliate that this is the case before attendance outside those hours begins; or

3. for the purposes of more than one audit or inspection in any calendar year, except where Customer is required to carry out by Data Protection Law, a Supervisory Authority, or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory.

iii. Customer shall reimburse 3DNA within thirty (30) days of invoice for any time expended for any such on-site audit at the 3DNA's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and 3DNA shall mutually agree upon the scope and timing of the audit in addition to the reimbursement rate for which Customer shall be responsible. Customer shall promptly provide 3DNA with a copy of any information regarding any non-compliance discovered during the course of an audit.

d. **Certification of Deletion.** Certification of Deletion shall be provided upon Customer's written request to 3DNA.

e. **Record of Processing Activities.** 3DNA shall maintain a record of all categories of processing activities carried out on behalf of the Customer, in accordance with the provisions of the Applicable Data Protection Law and notably the General Data Protection Regulation.

10. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

a. 3DNA and each 3DNA Affiliate shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of Customer by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, 3DNA.

11. MISCELLANEOUS

a. Without prejudice to Clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses, (i) the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and (ii) this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

b. Order of precedence. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

IN WITNESS WHEREOF, this Addendum forms a binding part of the Agreement as described in the first page of this document.

CUSTOMER	**3DNA Corp.**
Signature:_____	Signature:_____
Print Name:_____	Print Name:_____
Title:_____	Title: _____

ATTACHMENT 1

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, *the parties agreeing that the foregoing recital in this sentence is deemed deleted if the Clauses set forth herein are not governed by the law of a member state of the European Economic Area (**"EEA"**)*,

the parties identified below (each a **"party"** and together, the **"parties"**), have agreed on the following terms, including the Contractual Clauses (the **"Clauses"**) in order to evidence 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 attached hereto and incorporated herein.

		Data exporting organization (the **"data exporter"**)	Data importing organization (the **"data importer"**)
Parties			3DNA Corp.
Contact Information	**Address**		520 S. Grand Avenue, Suite 200 Los Angeles, California 90012 USA
	Phone		213-394-4623
	Fax		n/a
	Email		privacy@nationbuilder.com
Other information needed to identify the organization:			
Authorized Signature		————————————————	————————————————
	Name		
	Title		

The data exporter has entered into a data processing addendum (**"DPA"**) with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

These Clauses are deemed to be amended from time to time, to the extent that they relate to a Restricted Transfer which is subject to the Data Protection Laws of a given country or territory, to reflect (to the extent possible without material uncertainty as to the result) any change (including any replacement) made in accordance with those Data Protection Laws (i) by the Commission to or of the equivalent contractual clauses approved by the Commission under EU Directive 95/46/EC or the GDPR (in the case of the Data Protection Laws of the European Union or a Member State); or (ii) by an equivalent

competent authority to or of any equivalent contractual clauses approved by it or by another competent authority under another Data Protection Law (otherwise). All Appendices attached hereto are incorporated herein.

If these Clauses are not governed by the law of a Member State, the terms "Member State" and "State" are replaced, throughout, by the word "jurisdiction".

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; [*If these Clauses are governed by a law which extends the protection of data protection laws to corporate persons, the words "except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of "personal data" is expanded to include those data" are added after "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/her behalf after the transfer in accordance with (i) his/her instructions and (ii) the terms of the Clauses and (iii) 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; [*If these Clauses are not governed by the law of a Member State, the language of paragraph (c)(iii) of this Clause 1 is deemed deleted.*]

(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/her 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 organizational security measures"* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized 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 these Clauses.

Clause 3

Third-party Beneficiary Clause

1. The data subject can enforce against the data exporter this Clause 3, Clauses 4(b)-4(i), Clauses 5(a)-5(e), and 5(g)-5(j), Clause 6(1) and 6(2), Clause 7, Clause 8(2), and Clauses 9-12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clauses 5(a)-5(e) and 5(g), Clause 6, Clause 7, Clause 8(2), and Clauses 9-12, 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 3.3, Clauses 5(a)-5(e) and 5(g), Clause 6, Clause 7, Clause 8(2), and Clauses 9-12, 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 subprocessor's 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 organizational security measures specified in Appendix 2 to this Attachment 1;

(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, unauthorized 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; [*If these Clauses are not governed by the law of a Member State, the words "within the meaning of Directive 95/46/EC" are deleted.*]

(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)-4(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 organizational 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 unauthorized access, and

    (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized 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;

    (ii)   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/her subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in Clause 6, paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and Jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

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

Clause 8

Cooperation with Supervisory Authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

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

Clause 10

Variation of the Contract

The parties may not vary or modify the Clauses unless agreed to in writing and signed by the parties. This does not preclude the parties from adding clauses on business-related issues where required as long as they do not contradict or broaden data importer's obligations under the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able

to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation After the Termination of Personal Data Processing Services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor agree that upon request of the data exporter and/or of the supervisory authority, each will submit its data processing facilities for an audit of the measures referred to in Clause 12 paragraph 1.

		On behalf of the data exporter	On behalf of the data importer
	Parties		3DNA Corp.
Contact Information	**Address**		520 S. Grand Avenue, Suite 200 Los Angeles, California 90012 USA
	Phone		213-394-4623
	Fax		n/a
	Email		privacy@nationbuilder.com
Other information necessary in order for the contract to be binding (if any):			
Authorized Signature		———————————————	———————————————
	Print Name		
	Position		

Appendix 1

To the Standard Contractual Clauses

This Appendix 1 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):

> Data Exporter is (i) the authorized person or legal entity that has executed the Standard Contractual Clauses as a Data Exporter, and (ii) any Affiliate of Customer who is located within the European Economic Area and Switzerland that has purchased Services from 3DNA.

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

> 3DNA Corp., a provider of cloud software and data storage services, which processes personal data at the instruction of Data Exporter in accordance with the terms of this DPA.

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

> Data Exporter may transfer Personal Data to the Service at its sole discretion as controlled by Data Exporter, which may include data regarding the following categories: (1) customers, business partners, vendors, and prospects (who are natural persons); (2) Data Exporter's users, supporters, prospective users, and prospective supporters, authorized by Data Exporter to use the Service (who are natural persons); (3) Data Exporter's affiliates, advisors, agents, and freelancers.

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

Data Exporter may submit Personal Data to the Service to the extent that, under Data Exporter's sole discretion and control, may include the following categories of Personal Data:
- First and Last Name
- Contact Information
- Professional life data
- Personal life data
- Connection/relationship data
- Locational data
- Publically available social media (e.g., Facebook, Twitter, etc.) profiles, status and information
- Event and survey/petition registration, attendance, and response data
- Engagement data, namely, articles, posts, and the like that is "followed", "liked" or "disliked"
- Issue affiliation data
- Internet cookies
- Voice mail and text messages and logs

- Comments and posts submitted to websites, mobile apps, and online communities

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

Except where Union or Member State law provide that a data subject may not consent to any of the items in the following list, Data Exporter may submit special categories of data to the Service to the extent that, under Data Exporter's sole discretion and control, and which is, for the sake of clarity, Personal Data with information revealing one or more of the following categories of Personal Data:

- Political party affiliation, participation, voting, contribution, and opinion data
- Religious belief and organization donation data
- Philosophical belief data
- Trade union membership data
- Ethnic data

The specified purposes for processing data in the special categories are: to provide the Service to Customer in accordance with the Agreement and for improving the Service for all customers.

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

The purpose of Processing the Personal Data is to provide the Service to Customer in accordance with the Agreement.

DATA EXPORTER	DATA IMPORTER
Company Name: _____	Company Name: 3DNA Corp.
Authorized Signature:_____	Authorized Signature:_____
Print Name:_____	Print Name:_____
Title:_____	Title: _____

Appendix 2

To the Standard Contractual Clauses

This Appendix 2 forms part of the Clauses and must be completed and signed by the parties.

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

Data Importer will maintain technical, administrative, and physical measures designed to maintain the confidentiality, security, and integrity of Personal Data uploaded to the Service, as provided in the Data Security Documentation which is made available by Data Importer.

DATA EXPORTER	DATA IMPORTER
Company Name: _____	Company Name: 3DNA Corp.
Authorized Signature:_____	Authorized Signature:_____
Print Name:_____	Print Name:_____
Title:_____	Title: _____

ATTACHMENT 2 – Description of Data Processing

(only applicable to customers subject to the GDPR)

3DNA may process personal data as part of the processing described hereunder. At any time, Customer, as Data Controller, may modify the description of these processing and will notify in writing such modifications to 3DNA.

Customer shall decide, in its sole discretion, what Personal Data is transferred to and stored on 3DNA's Service. While the Customer decides what data to submit, it typically may concern the data described below.

Subject-matter

The definition of the Services provided by 3DNA is described in the Agreement entered into between 3DNA and Customer.

Duration

For the duration of the Agreement.

Nature and purpose of the processing

The purpose of Processing the Personal Data is to provide the Service to Customer in accordance with the Agreement.

Type of personal data processed

The typical personal data processed by Customer using 3DNA's Services are the following:

- First and Last Name
- Contact Information
- Professional life data
- Personal life data
- Connection/relationship data
- Locational data
- Publically available social media (e.g., Facebook, Twitter, etc.) profiles, status and information
- Event and survey/petition registration, attendance, and response data
- Engagement data, namely, articles, posts, and the like that is "followed", "liked" or "disliked"
- Issue affiliation data
- Internet cookies
- Voicemail and text messages and logs
- Comments and posts submitted to websites, mobile apps, and online communities

Except where Union or Member State law provide that a data subject may not consent to any of the items in the following list, Customer may submit special categories of data to the Service to the extent that,

under Customer's sole discretion and control, and which is, for the sake of clarity, Personal Data with information revealing one or more of the following categories of Personal Data:

- Political party affiliation, participation, voting, contribution, and opinion data
- Religious belief and organization donation data
- Philosophical belief data
- Trade union membership data
- Ethnic data

Categories of data subjects

- Customers, business partners, vendors, and prospects (who are natural persons);
- Customer's users, supporters, prospective users, and prospective supporters, authorized by Customer to use the Service (who are natural persons);
- Customer's affiliates, advisors, agents, and freelancers.