

Data Processing Addendum

This Data Processing Addendum ("**DPA**") forms part of the Agreement (as defined below) between the vendor and its Affiliates identified in the Agreement and/or on the face of the purchase order ("Vendor") and Dynatrace and its Affiliates ("Dynatrace") and sets out the parties' agreement related to the Processing of Dynatrace Personal Data. This DPA comes into effect on the date it has been executed by both parties (the "**Effective Date**"). Dynatrace and Vendor may be referred to individually as a "Party" or collectively as the "Parties."

How this DPA Applies

This DPA is incorporated into and governed by the terms of the applicable Agreement entered into by and between the Parties for the supply of Services by Vendor to Dynatrace ("the Agreement"). This DPA shall replace any existing terms, addendum or other attachment related to Processing Personal Data unless otherwise explicitly stated herein. Capitalized terms not defined herein shall have the meanings set forth in the Agreement or as defined under Applicable Law.

DATA PROCESSING TERMS

1. Definitions:

For the purposes of this DPA, the following terms shall have the following meanings:

- a. "**Agreement**" means any existing or future agreement between the Vendor and Dynatrace as amended from time to time and includes, without limitation, any addendum, schedule, statement of work, service order or work order related thereto. If there is no such agreement, "Agreement" means this DPA if the context so requires.
- b. "**APEC**" means the Asia Pacific Economic Cooperation, a regional economic forum established in 1989 to leverage the growing interdependence of the Asia-Pacific. See www.apec.org for more information.
- c. "**APEC Member Economy**" means the members of APEC: Australia, Brunei Darussalam, Canada, Chile, China, Hong Kong-China, Indonesia, Japan, Republic of Korea, Malaysia, Mexico, New Zealand, Papua New Guinea, Peru, Philippines, Russia, Singapore, Chinese Taipei, Thailand, United States, and Vietnam.
- d. "**Cardholder Data**" refers to "cardholder data" as defined by the PCI Compliance Standards and includes a cardholder's name, full account number, expiration date, and the three-digit or four-digit security number printed on the front or back of a payment card. For the purposes of this DPA Cardholder Data constitutes Sensitive Personal Data.
- e. "**Applicable Law**" means any laws and regulations and compulsory guidance of a regulatory body with authority over the applicable Party applicable to the Processing of Personal Data under the Agreement, each of the above as may be amended from time to time. For avoidance of doubt, Applicable Law includes, where applicable, the law of each jurisdiction where a Dynatrace Group is legally responsible for such Personal Data and those of each jurisdiction where Personal Data is collected or otherwise Processed, including but not limited to, European Data Protection Law and Non-European Data Protection Law. If any of the Applicable Laws are superseded by new or modified Applicable Laws (including any decisions or interpretations by a relevant court or governmental authority relating thereto), the new or modified Applicable Laws shall be deemed to be incorporated into this DPA, and Vendor will promptly begin complying with such Applicable Laws.
- f. "**BR SCCs**" means the standard contractual clauses approved by the Brazilian National Data Protection Agency ("ANPD") by Resolution CD/ANPD no. 19, dated August 23, 2024, for transfers of personal data

to countries not otherwise recognized as offering an adequate level of protection for Personal Data by the ANPD (as amended and updated from time to time), thus, applicable for transfers of personal data from the Data Exporter to the Data Importer outside Brazil to enable the provision of the Services, as attached to this DPA in Exhibit D.

- g. **“Dynatrace”** means the Dynatrace entity that is party to this DPA.
- h. **“Dynatrace Data”** means all data (including text, audio, video, or image files) that are either provided by Dynatrace in connection with Dynatrace’s use of the Services, or data developed at the specific request of Dynatrace pursuant to the Agreement, a statement of work, purchase order, or contract. Dynatrace Data is Confidential Information.
- i. **“Dynatrace Group”** means the Dynatrace entity that is a party to the Agreement (and/or an order under the Agreement) and this DPA, and may also include to the extent each acts as a Processor of Personal Data hereunder, Dynatrace, LLC, a Delaware limited liability company and one or more of the subsidiaries of Dynatrace LLC as found at <https://www.dynatrace.com/company/locations/>.
- j. **“Europe”** means the European Union, European Economic Area, and/or their member states, Switzerland, and the United Kingdom.
- k. **“European Data Protection Law”** means the European laws and regulations that govern Vendor’s Processing of Personal Data on behalf of Dynatrace under the Agreement and this DPA, including (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (General Data Protection Regulation) (“**GDPR**”); (ii) the EU e-Privacy Directive (Directive 2002/58/EC) concerning the Processing of personal data and the protection of privacy in the electronic communications sector; and where applicable; (iii) the Swiss Federal Act on Data Protection (“**FADP**”) and its implementing regulations; and (iv) the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”), in each case as updated, amended or replaced from time to time.
- l. **“Non-European Data Protection Law”** means the data protection laws and regulations around the world other than those applicable to Europe, including but not limited to, the Brazilian General Personal Data Protection Act (“**LGPD**”), China Personal Information Protection Law (“**PIPL**”), the Protection of Privacy Law of Israel, and the laws of the U.S. and its states, including but not limited to, the California Consumer Privacy Act as amended by the California Privacy Rights Act (“**CCPA**”), the Colorado Privacy Act (“**CPA**”), the Connecticut Act Concerning Personal Data Privacy and Online Monitoring (“**CTDPA**”), the Utah Consumer Privacy Act (“**UCPA**”), the Virginia Consumer Data Protection Act (“**VCDPA**”).
- m. **“Personal Data”** means any personal data as such information is defined under Applicable Law that Vendor Processes by or on behalf of Dynatrace in connection with the Agreement.
- n. **“PCI Compliance Standards”** means the Payment Card Industry Data Security Standard, as published and updated by the Payment Card Industry Security Standard Council from time to time.
- o. **“Security Incident(s)”** means any accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, or access to, or other unauthorized Processing of, Personal Data.
- p. **“Sensitive Personal Data”** refers to sensitive personal information (as defined under U.S. state privacy laws), special categories of personal data (as described in Article 9 of the GDPR), and other similar categories of Personal Data that are afforded a higher level of protection under Applicable Laws.

- q. **"Services"** means the services Vendor provides to Dynatrace in connection with or specified in the Agreement.
- r. **"Standard Contractual Clauses"** mean the Standard Contractual Clauses promulgated by the EU Commission Decision 2021/914/EU.
- s. **"UK Addendum"** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner's office under S119A (1) Data Protection Act 2018.
- t. **"Vendor"** means the Party to this DPA signing as Vendor.
- u. **"Business", "Controller", "Database Owner," "Holder," "Processor," "Service Provider," "Data Subject", "Sell" (and "Sale"), "Share" (and "Sharing"), "Supervisory Authority", "Processing" (and "Process"), "Data Importer" and "Data Exporter"** shall have the meanings given under Applicable Law.

2. Processing of Personal Data:

2.1 To the extent applicable under Applicable Law, Dynatrace, as the Controller or Business (and other equivalent term ascribed under the Applicable Law), appoints Vendor as a Processor or Service Provider (and other equivalent term ascribed under the Applicable Law) to Process the Personal Data subject of the Agreement as described in Schedule A. Each party shall comply with the obligations that apply to it under Applicable Law.

2.2 Vendor shall:

- a. only retain, use, disclose, or otherwise Process Personal Data, including Processing of Personal Data on its systems or facilities, to the extent necessary for the performance of the Services and its obligations under the Agreement, Dynatrace's documented instructions, and this DPA (the **"Permitted Purpose"**), except where otherwise required by any Applicable Law. Vendor shall immediately notify Dynatrace if Vendor reasonably believes that Dynatrace's instructions are inconsistent with any Applicable Law or if Vendor makes a determination that it can no longer meet its obligations under Applicable Laws. In no event shall Vendor Process the Personal Data for its own purposes or those of any third party. Vendor shall not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate Personal Data to any third party for monetary or other valuable consideration;
- b. maintain reasonably accurate records of the Processing of any Personal Data received from Dynatrace under the Agreement, including all records of Processing as may be required by Applicable Law, and make reasonable efforts to ensure that Personal Data are accurate and up to date at all times while in its custody or under its control, to the extent Vendor has the ability to do so; and
- c. not combine, or update Personal Data received from, or on behalf of, Dynatrace with Personal Data that Vendor has collected or received from any other source and not attempt to identify, re-identify, de-aggregate, or de-anonymize any data that has been deidentified, pseudonymized, anonymized, or aggregated pursuant to Dynatrace's instructions or in compliance with Applicable Laws.

2.2 Notwithstanding any provisions of this DPA or any other service agreement, order forms, statements of work, or product/service descriptions between Vendor and Dynatrace, Vendor shall not Process Personal Data received in the course of providing the Services to train (or use as a dataset in connection with training) models that use machine learning, deep learning, neural networking, and/or similar

techniques (“AI models”), for the purpose of monitoring, improving, and/or contributing to its product and services.

- 3. Change in Applicable Law:** In the event of any communication from a regulator, or if there is new guidance, regulation, or a change in the applicable law relating to data protection and privacy, including applicable Law, that renders all or part of the DPA invalid, illegal, unenforceable, or otherwise deficient in light of such guidance, regulation or change, Dynatrace may notify Vendor of such modifications to this DPA as it reasonably deems necessary to bring the DPA into compliance.

4. International transfers:

- 4.1 To the extent that Personal Data includes information about individuals who are located in Europe, and Vendor or its sub-processors transfers such Personal Data to or stores or otherwise Processes it outside of Europe (other than in a country which is deemed to have an adequate level of protection), the parties agree that the provisions in the Standard Contractual Clauses, as applicable, shall apply and are incorporated herein by reference and the signatures below constitute signing the Standard Contractual Clauses and any annexes attached thereto. In the event of a conflict between the Standard Contractual Clauses and this DPA, the Standard Contractual Clauses shall control. By signing this DPA and incorporating the Standard Contractual Clauses below, the parties are accepting and agree to be bound by the terms set forth in the Standard Contractual Clauses, including any attached annexes thereto. The Standard Contractual Clauses shall be completed as follows:

- a. Module Two will apply (as applicable);
- b. In Clause 7, the optional docking clause will apply;
- c. In Clause 9, option 1 “Specific Prior Authorization” for sub-processors shall apply and the time period specified shall be thirty (30) days;
- d. In Clause 11, the optional language shall not apply.
- e. In Clause 17 (option 1), the Standard Contractual Clauses shall be governed by French law;
- f. In Clause 18(b), the parties agree that disputes shall be resolved before the courts of France;
- g. Annex 1 of the Standard Contractual Clauses shall be completed with the information set out in Schedule A of this DPA; and
- h. Annex 2 of the Standard Contractual Clauses shall be completed with the information set out in Schedule B of this DPA.

- 4.2. To the extent Vendor’s Services involves the transfer of Personal Data from the UK to a third country that has not been designated as providing an adequate level of protection for Personal Data, the UK Addendum shall be used and completed as set forth in 4.1 and the UK Addendum shall apply and is incorporated herein by reference. In the event of a conflict between the UK Addendum and this DPA, the UK Addendum shall control. By signing this DPA and incorporating the UK Addendum below, the parties are accepting, signing, and agreeing to be bound by the terms set forth in the UK Addendum. The UK Addendum shall be completed as follows:

- a. Table 1 of the UK Addendum shall be completed with the information in Schedule A.
- b. Table 2 of the UK Addendum shall be completed with the information located in Section 4.1 of this DPA.
- c. Table 3 of the UK Addendum shall be completed as follows: The list of parties is set forth in Schedule A; ii. A description of the transfer is set forth in Schedule A; iii. A description of the technical and organizational measures is set forth in Schedule B; iv. The list of subProcessors is in section 8 of this DPA.
- d. For purposes of completing Table 4 of the UK Addendum, both the Importer and the Exporter may end the UK Addendum as set out in Section 19 of the UK Addendum.

- 4.3 To the extent Vendor’s Services involves the transfer of Personal Data from Switzerland to third countries on behalf of Dynatrace in a third country which is not an adequate Jurisdiction, Vendor shall

perform such Processing in a manner consistent with the applicable Standard Contractual Clauses modified as follows: i) the term “member state” shall not be interpreted in a way to exclude data subjects in Switzerland from the possibility of exercising their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses, ii) references to the GDPR shall be understood as and are replaced with references to the Federal Act on Data Protection (“FADP”), and iii) the Federal Data Protection and Information Commissioner of Switzerland shall be the competent supervisory authority.

4.4 Where Vendor Processes Personal Data from an APEC Member Economy on behalf of Dynatrace, Vendor shall perform such Processing in a manner consistent with the APEC Cross Border Privacy Rules system (“CBPRs”) and Privacy Recognition for Processors (“PRP”) (see www.cbprs.org) to the extent the requirements are applicable to Vendor’s Processing of such data. If Vendor is unable to provide the same level of protection as required by the CBPRs and PRP, Vendor shall promptly notify Dynatrace and cease Processing. In such event, Dynatrace may terminate the applicable Performance of such Processing by written notice in accordance with the Agreement.

4.5 To the extent that Personal Data includes information about individuals who are located in Brazil, and Vendor or its sub-processors transfers such Personal Data to or stores or otherwise Processes it outside of Brazil (other than in a country which is deemed to have an adequate level of protection), the parties agree to execute the BR SCCs, incorporated as Exhibit D to this DPA.

5. **CCPA Requirements:** Without prejudice to the general Processing requirements set forth in this DPA, to the extent Vendor will Process Personal Data that is governed by the CCPA, Vendor agrees to comply with the following provisions. Vendor (i) shall comply with its obligations under the CCPA and shall provide at least the same level of privacy protection to Personal Data as is required by this DPA and the CCPA; (ii) agrees that Dynatrace has the right to take reasonable and appropriate steps to help to ensure that Vendor’s use of Personal Data is consistent with Dynatrace’s obligations under this DPA and the CCPA, including by exercising its audit rights as set forth in this DPA; (iii) shall notify Dynatrace in writing of any determination made by Vendor that it can no longer meet its obligations under this DPA or the CCPA; and (iv) agrees that Dynatrace has the right, upon notice, including pursuant to the preceding clause, to take reasonable and appropriate steps to stop and remediate unauthorized Processing of Personal Data. Dynatrace and Vendor hereby acknowledge and agree that in no event shall the transfer of Personal Data from Dynatrace to Vendor constitute a Sale of Personal Data or transfer of Personal Data for valuable consideration to Vendor, and that nothing shall be construed as providing for the Sale or transfer for valuable consideration of Personal Data to Vendor. Vendor shall not (and will require that its sub-Processors do not): (i) Sell or Share Personal Data; (ii) retain, use, or disclose Personal Data received from or on behalf of Dynatrace for a commercial purpose other than the Permitted Purpose; (iii) retain, use, disclose, release, transfer, make available, or otherwise communicate Personal Data outside of the direct business relationship between Dynatrace and Vendor; or (iv) combine Personal Data with personal data that Vendor receives from or on behalf of another business or person, or that it collects from its own interactions with individuals.

6. **Confidentiality of Processing:** Vendor shall ensure that any person that it authorises to Process the Personal Data (including Vendor’s staff, agents and subcontractors) shall be subject to a strict duty of confidentiality (whether a contractual or a statutory duty) that shall survive the termination of their employment and/or contractual relationship, including when required, signing a commitment to maintain the confidentiality of the Personal Data, and shall not permit any person to Process the Personal Data who is not under such a duty of confidentiality. Vendor shall ensure that any authorised person Processes the Personal Data only as necessary for the Permitted Purpose and in accordance with Applicable Law.

7. Security:

7.1 Vendor shall implement and maintain appropriate technical and organisational measures designed to protect the Personal Data from a Security Incident. Such measures shall have regard to 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. Notwithstanding any other term hereof, in no event shall Vendor materially decrease the efficacy or level of protection provided by Vendor’s security measures.

- 7.2 Additional Measures for Sensitive Personal Data. In addition to the foregoing, to the extent that Vendor Processes Sensitive Personal Data, the security measures referred to in this DPA shall also include encryption of Sensitive Personal Data during transmission and storage. If encryption is not feasible, Vendor shall not store such data on any unencrypted devices unless compensating controls are implemented.
- 7.3 Additional Measures for Cardholder Data. In addition to the foregoing, to the extent Vendor receives, transmits, stores, or otherwise Processes any Cardholder Data for or on behalf of Dynatrace, Vendor represents and warrants that it will: a) comply with the PCI Compliance Standards for so long as Vendor Processes Cardholder Data; and b) provide evidence of compliance with the PCI Compliance Standards to Dynatrace upon request. Such evidence of compliance shall include, without limitation, a current attestation of compliance signed by a PCI Qualified Security Assessor.
8. **Sub-Processing:** Vendor shall not subcontract any Processing of the Personal Data to a third-party sub-processor without the prior written consent of Dynatrace. Notwithstanding the foregoing, Dynatrace consents to the approved sub-processors set out in Schedule C to the Standard Contractual Clauses, provided that Vendor shall maintain and provide updated copies of this list to Dynatrace when it adds or removes sub-processors in accordance with this DPA. Such approval is conditioned on the following: (i) Vendor provides at least thirty (30) days' prior notice of the addition or removal of any sub-processor (including details of the Processing it performs or will perform); (ii) Vendor imposes on any sub-processor it appoints, that protects the Personal Data, data protection terms that are substantially similar, but not less protective, than those provided for by this DPA; and (iii) Vendor remains fully liable for any breach of this DPA that is caused by an act, error or omission of its sub-processor. Any sub-processor used must qualify as a "service provider" under the CCPA. The Vendor must include a mechanism for Dynatrace to subscribe to notifications of any new sub-processors or changes to the sub-processors. If Dynatrace refuses to consent to Vendor's appointment of a sub-processor, then either Vendor will not appoint the sub-processor or Dynatrace may elect to suspend or terminate the Agreement without penalty and if terminated, Dynatrace will be entitled to a pro-rata refund for prepaid fees. Notwithstanding anything in the Agreement, Dynatrace does not consent to Processing of the Personal Data by any sub-processor reasonably identified by Dynatrace as a competitor in the cloud application and security monitoring industry.
9. **Cooperation and Data Subjects' Rights:**
- 9.1 Where Vendor Processes Personal Data from and protected by applicable Data Protection Law, Vendor shall comply with the principles and rights of Data Subjects and the data protection obligations provided under that applicable Data Protection Law.
- 9.2 Vendor shall provide all reasonable and timely assistance, including by appropriate technical and organisational measures, to Dynatrace at its own expense to enable Dynatrace to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the Processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Vendor, Vendor shall promptly inform Dynatrace providing full details of the same. Vendor shall not otherwise communicate with an individual regarding his or her request unless Dynatrace directs Vendor in writing or by electronic mail to do so.
10. **Government Disclosures:** In the event Vendor receives a court order, warrant, subpoena, or other legal, judicial Process or request to disclose Personal Data or to Process Personal Data other than in accordance with Dynatrace's instructions, Vendor shall: (i) give Dynatrace written notice (to the extent permitted by law); (ii) disclose only such Personal Data as is required by the governmental entity (after reasonable efforts to challenge such request on Dynatrace's behalf) (unless mandatory applicable law prohibits such notification, in particular on important grounds of public interest); and (iii) use reasonable efforts to obtain confidential treatment for any Personal Data so disclosed.
11. **Assistance and Cooperation:** Vendor shall provide such information and assistance as Dynatrace may reasonably require (taking into account the nature of the Processing and the information available to

Vendor) to enable compliance by Dynatrace with its obligations under Applicable Laws with respect to: (i) security of Processing; (ii) data protection impact assessments (as such term is defined by Applicable Laws); (iii) prior consultation with a supervisory authority regarding high-risk Processing; (iv) responding to requests from supervisory authorities, Data Subjects, customers, controllers, or others to provide information related to Vendor's Processing of Personal Data; (v) notifications to the applicable supervisory authority or regulator and/or communications to Data Subjects by Dynatrace in response to any Security Incident; and (vi) Dynatrace's ability to meet any applicable filing, approval or similar requirements in relation to Applicable Laws.

- 12. Security incidents:** Vendor shall inform Dynatrace without undue delay, but no later than 24 hours, after it becomes aware of any known or reasonably suspected Security Incident and shall provide all such timely information and cooperation as Dynatrace may require in order for Dynatrace to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Law. Vendor shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Dynatrace informed of all developments in connection with the Security Incident.
- 13. Deletion or return of Personal Data:** Upon completion, fulfilment, or conclusion of the initial purposes for Processing for whatever reason; or termination or expiration of the Agreement, Vendor must either securely return (in method to be agreed upon by the parties) or securely and completely destroy or permanently render unreadable or inaccessible (e.g. using a standard such as NIST SP 800-88 Rev. 1 Purge or equivalent), at Dynatrace's sole discretion, all Personal Data (including all copies of the Personal Data) in its possession or control (including any Personal Data subcontracted to a third party for Processing), and to report to Dynatrace after doing so. s This requirement shall not apply to a copy of Personal Data retained for legal use only, provided that the Vendor retains such Personal Data for the minimum period required, that the Vendor destroys the Personal Data immediately upon its termination and reports Dynatrace after doing so, and that this DPA applies to the Personal Data at any time a Personal Data is held by the Vendor. Vendor shall extend the protections of the Agreement and this DPA to such Personal Data and limit any further Processing of such Personal Data to only those purposes that require the retention, for so long as Vendor maintains the Personal Data. Vendor shall provide to Dynatrace a written certification that Vendor within thirty (30) days after: i) the termination or expiration of the Agreement or any transaction document, ii) the conclusion, fulfilment or completion of Dynatrace's initial purposes for Processing, or iii) the date of the deletion request, that Vendor has fully complied with this clause. If continued retention and Processing is required by Applicable Laws, Vendor shall provide a justification as to why such compliance is not feasible.
- 14. Audit:** Vendor shall permit Dynatrace (or its appointed third-party auditors) to audit Vendor's compliance with this DPA, and shall make available to Dynatrace all information, systems, and staff necessary for Dynatrace (or its third-party auditors) to conduct such audit. Vendor acknowledges that Dynatrace (or its third-party auditors) may enter its premises for the purposes of conducting this audit, provided that Dynatrace gives Vendor reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Vendor's operations. Dynatrace will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent supervisory authority or regulator; or (ii) if Dynatrace believes a further audit is necessary due to a Security Incident suffered by Vendor. Vendor shall also respond to any written audit questions submitted to it by Dynatrace, provided that Dynatrace shall not exercise this right more than once per year.
- 15. Indemnity:** Vendor (the "**Indemnifying Party**") shall indemnify Dynatrace (the "**Indemnified Party**") from and against all loss, cost, harm, expense (including reasonable legal fees), liabilities or damage ("**Damage**") suffered or incurred by Dynatrace as a result of the Vendor's breach of the data protection or security provisions set out in this DPA, and provided that: (i) Dynatrace gives the Vendor prompt notice of any circumstances of which it is aware that give rise to an indemnity claim under this DPA; and (ii) Dynatrace takes reasonable steps and actions to mitigate any ongoing Damage it may suffer as a consequence of the Vendor's breach.
- 16. No Restriction of Laws:** This DPA shall not restrict Applicable Law. If any provision in this DPA is ineffective or void, this shall not affect the remaining provisions. The parties shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. In

case a necessary provision required under Applicable Law is missing, the parties shall add an appropriate one in good faith.

17. Miscellaneous:

- a. By executing this DPA, Vendor certifies that it understands the restrictions on Vendor's Processing Dynatrace Data set forth in this DPA and will comply with them.
- b. Any claim or remedies Dynatrace may have against Vendor, any of its affiliates and their respective employees, agents and sub-processors arising under or in connection with this DPA, including: (i) for breach of this DPA; (ii) as a result of fines (administrative, regulatory or otherwise) imposed upon Dynatrace; and (iii) under Vendor's obligation to report or respond to a Security Incident (which is not an acknowledgement by Vendor of any fault or liability with respect to the Security Incident), will not be subject to any limitation of liability provisions (including any agreed aggregate financial cap) that apply under the Agreement.
- c. If there is a conflict between the Agreement and this DPA, the terms of this DPA will control. In the event and to the extent that Applicable Laws impose stricter obligations on the Vendor than under this DPA, the Applicable Law shall prevail. Any ambiguity in this DPA shall be resolved to permit Dynatrace to comply with all Applicable Laws.

This DPA has been entered into as of the Effective Date.

Party: Dynatrace

Signature: _____

Name: _____

Date: _____

Position: _____

Vendor:

Signature: _____

Name: _____

Date: _____

Position: _____

SCHEDULE A

A. LIST OF PARTIES

Data Exporter(s):

Name: Dynatrace LLC

Address: 280 Congress Street, 11th Floor, Boston, MA, 02210, USA

Contact person's name, position and contact details: legalnotices@dynatrace.com

Activities relevant to the data transferred under these Clauses: See Annex I(B) below.

Signature and date: Signature and date is effective as of the date of the Agreement.

Role (controller/Processor): Controller

Data Importer(s):

Name: Vendor identified in the Agreement.

Address: The address for the Vendor entity identified in the Agreement.

Contact person's name, position and contact details: As set in the Agreement.

Activities relevant to the data transferred under these Clauses: See Annex I(B) below.

Signature and date: Signature and date is effective as of the date of the Agreement.

Role (controller/Processor): Processor

B. DESCRIPTION OF TRANSFER OR PROCESSING

Categories of data subjects whose personal data is transferred or Processed

Dynatrace's employees, customers, partners, prospects, job candidates, end users, or website visitors

Categories of personal data transferred or Processed

Vendor Processes categories of personal data only as necessary to provide the Services set forth in the Agreement and this DPA, including in any statement of work or purchase order.

Sensitive data transferred or Processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Sensitive personal data as necessary to perform the services as more fully described in the relevant Agreement. Data Importer shall implement and maintain those measures described in Section 7 of the main body of the DPA, including those measures described in Section 7.2 (Additional Measures for Sensitive Personal Data) and those measures described in Schedule B, to protect the Sensitive Personal Data described above.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).

Personal Data is transferred on a continuous basis.

Nature of the Processing

Vendor will Process the personal data only as necessary to provide the Services to Dynatrace and in accordance with the Agreement and this DPA.

Purpose(s) of the data transfer and further Processing

The Vendor will transfer the personal data and further Process the personal data as set forth in the Agreement and this DPA.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Vendor shall retain and delete personal data in compliance with the DPA and Applicable Laws but in no event shall Vendor retain personal data longer than thirty (30) days after: the initial purposes of processing have been fulfilled, or termination of the Services, the Agreement, or any SOW or other transaction document.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the Processing

Vendor may transfer personal data to sub-processors subject to the terms contained in Section 7 of this DPA and/or Schedule C below.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority in accordance with Clause 13
Commission nationale de l'informatique et des libertes (CNIL)

SCHEDULE B

ANNEX II TO THE STANDARD CONTRACTUAL CLAUSES

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The technical and organizational security measures implemented by Vendor and each Vendor Affiliate shall, at a minimum, include those described in the “**Vendor Security Policy**” linked here: <https://www.dynatrace.com/company/trust-center/suppliers/>.

SCHEDULE C TO THE STANDARD CONTRACTUAL CLAUSES

LIST OF SUB-PROCESSORS

The controller has authorized the use of the following sub-processors:

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Description of Processing (including a clear delimitation of responsibilities in case several sub-processors are authorized): ...

Prohibited Sub-processors:

SCHEDULE D

BR SCCs

CCC

Section I – General Information

CLAUSE 1. Identification of the Parties

1.1. By this agreement, the Exporter and the Importer (hereinafter, “Parties”), identified below, have agreed to these standard contractual clauses (hereinafter, “Clauses”) approved by the National Data Protection Authority (ANPD), to govern the International Data Transfer described in Clause 2, in accordance with the provisions of the National Legislation.

Exporter’s information

Name: See Schedule A of the DPA
Qualification: See Schedule A of the DPA
Main address: See Schedule A of the DPA
Email address: See Schedule A of the DPA
Contact for the Data Subject: See Schedule A of the DPA
Other information: N/A
Exporter (Controller): [X]
Exporter (Processor): []

Importer’s information

Name: See Schedule A of the DPA
Qualification: See Schedule A of the DPA
Main address: See Schedule A of the DPA
Email address: See Schedule A of the DPA
Contact for the Data Subject: See Schedule A of the DPA
Other information: N/A
Importer (Controller): []
Importer (Processor): [X]

CLAUSE 2. Object

2.1. This Clauses shall apply to International Transfers of Personal Data between Data Exporters and Data Importers, as described below.

Description of the international data transfer:

Main purposes of the transfer: As provided for in the Agreement. See Clause 2 and Schedule A of the DPA
Categories of personal data transferred: See Schedule A of the DPA

CLÁUSULAS-PADRÃO CONTRATUAIS – CONTROLADOR/OPERADOR

Seção I – Informações Gerais CLÁUSULA 1. Identificação das Partes

1.1. Pelo presente instrumento contratual, o Exportador e o Importador (doravante, Partes), abaixo identificados, resolvem adotar as cláusulas-padrão contratuais (doravante Cláusulas) aprovadas pela Autoridade Nacional de Proteção de Dados (ANPD), para reger a Transferência Internacional de Dados descrita na Cláusula 2, em conformidade com as disposições da Legislação Nacional.

Informações do Exportador

Nome: Ver Anexo A do DPA
Qualificação: Ver Anexo A do DPA
Endereço principal: Ver Anexo A do DPA
Endereço de e-mail: Ver Anexo A do DPA
Contato para o Titular: Ver Anexo A do DPA
Outras informações: N/A
Exportador (Controlador): [X]
Exportador (Operador): []

Informações do Importador

Nome: Ver Anexo A do DPA
Qualificação: Ver Anexo A do DPA
Endereço principal: Ver Anexo A do DPA
Endereço de e-mail: Ver Anexo A do DPA
Contato para o Titular: Ver Anexo A do DPA
Outras informações: N/A
Importador (Controlador): []
Importador (Operador): [X]

CLÁUSULA 2. Objeto

2.1. Estas cláusulas se aplicam às Transferências Internacionais de Dados do Exportador para o Importador, conforme a descrição abaixo.

Descrição da transferência internacional:

Principais finalidades da transferência: Conforme estabelecido no Contrato. Ver Cláusula 2 e Anexo A do DPA
Categorias de dados pessoais transferidos: Ver Anexo A do DPA

Period of data storage: See Schedule A of the DPA

Other information: N/A

Período de armazenamento dos dados: Ver Anexo A do DPA

Outras informações: N/A

CLAUSE 3. Onward Transfers

OPTION B. 3.1. The Importer may carry out an Onward Transfer of Personal Data subject to the International Data Transfer governed by these Clauses, in the cases and according to the conditions described below and the provisions of Clause 18.

Main purposes of the transfer: As provided for in the Agreement. See Clause 2 and Schedule A of the DPA

Categories of personal data transferred: See Schedule A of the DPA

CLÁUSULA 3. Transferências Posteriores

OPÇÃO B. 3.1. O Importador poderá realizar Transferência Posterior dos Dados Pessoais objeto da Transferência Internacional de Dados regida por estas Cláusulas nas hipóteses e conforme as condições descritas abaixo e desde que observadas as disposições da Cláusula 18.

Principais finalidades da transferência: Conforme estabelecido no Contrato. Ver Cláusula 2 e Anexo A do DPA

Categorias de dados pessoais transferidos: Ver Anexo A do DPA

Period of data storage: See Schedule A of the DPA

Other information: Onward Transfers must observe the provisions of Clause 8, Schedules A and C of the DPA.

Período de armazenamento dos dados: Ver Anexo A do DPA

Outras Informações: As Transferências Posteriores devem observar as disposições da Cláusula 8, Anexos A e C do DPA.

CLAUSE 4. Responsibilities of the Parties

4.1 Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below, as Controller, shall be responsible for complying with the following obligations set out in these Clauses:

a) Responsible for publishing the document provided in Clause 14:

Exporter ☒ [X]

Importer ☐ []

b) Responsible for responding to requests from Data Subjects dealt with in Clause 15:

Exporter ☒ [X]

Importer ☐ []

c) Responsible for notifying the security incident provided in Clause 16:

Exporter ☒ [X]

Importer ☐ []

CLÁUSULA 4. Responsabilidades das Partes

4.1. Sem prejuízo do dever de assistência mútua e das obrigações gerais das Partes, caberá à Parte Designada abaixo, na condição de Controlador, a responsabilidade pelo cumprimento das seguintes obrigações previstas nestas Cláusulas:

a) Responsável por publicar o documento previsto na Cláusula 14:

Exportador ☒ [X]

Importador ☐ []

b) Responsável por atender às solicitações de titulares de que trata a Cláusula 15:

Exportador ☒ [X]

Importador ☐ []

c) Responsável por realizar a comunicação de incidente de segurança prevista na Cláusula 16:

Exportador ☒ [X]

Importador ☐ []

4.2. For the purposes of these Clauses, if the Designated Party pursuant to item 4.1. is the Processor, the Controller remains responsible for:

a) a) compliance with the obligations provided in CLAUSES 14, 15 and 16 and other provisions

4.2. Para os fins destas Cláusulas, verificado, posteriormente, que a Parte Designada na forma do item 4.1 atua como Operador, o Controlador permanecerá responsável:

a) pelo cumprimento das obrigações previstas nas Cláusulas 14, 15 e 16 e demais disposições estabelecidas na Legislação Nacional,

established in the National Legislation, especially in case of omission or non-compliance with the obligations by the Designated Party;

b) compliance with ANPD's determinations; and
c) guaranteeing the Data Subjects' rights and repairing damages caused, subject to the provisions of Clause 17.

4.3 In the event of being deemed a Controlling Party as referred to in item 4.2, the Exporter shall be responsible for complying with the obligations set out in Clauses 14, 15 and 16.

4.4 With the exception of the provisions of items 4.2 and 4.3, the provisions of Clauses 14, 15 and 16 shall not apply to the Parties as Processors.

4.5. The Parties shall, in any event, provide all the information at their disposal that proves necessary for the Third-Party Controller to comply with ANPD's determinations and to adequately fulfill the obligations provided for in the National Legislation relating to transparency, compliance with the rights of data subjects and the reporting of security incidents to ANPD.

4.6. The Parties shall promote mutual assistance in order to meet the requests of the Data Subject.

4.7 In the event of receiving a request from a Data Subject, the Party shall:

a) respond to the request when it has the necessary information;
b) inform the Data Subject of the service channel provided by the Third-Party Controller; or
c) forward the request to the Third-Party Controller as soon as possible, to enable a response within the period provided for in the National Legislation.

4.8. The Parties must keep a record of security incidents involving personal data, in accordance with National Legislation.

Section II

Mandatory Clauses

CLAUSE 5. Purpose

5.1. These Clauses are presented as a mechanism to enable the secure international flow of personal data, establish minimum guarantees and valid conditions for carrying out the International Data Transfer and aim to guarantee

especialmente em caso de omissão ou descumprimento das obrigações pela Parte Designada;

b) pelo atendimento às determinações da ANPD; e
c) pela garantia dos direitos dos Titulares e pela reparação dos danos causados, observando o disposto na Cláusula 17.

4.3. Caso verificada a equiparação a Controlador de que trata o item 4.2, caberá ao Exportador o cumprimento das obrigações previstas nas Cláusulas 14, 15 e 16.

4.4. Ressalvado o disposto nos itens 4.2. e 4.3, não se aplica às Partes, na condição de Operadores, o disposto nas Cláusulas 14, 15 e 16.

4.5. As Partes fornecerão, em qualquer hipótese, todas as informações de que dispuserem e que se demonstrarem necessárias para que o Terceiro Controlador possa atender a determinações da ANPD e cumprir adequadamente obrigações previstas na Legislação Nacional relacionadas à transparência, ao atendimento a direitos dos titulares e à comunicação de incidentes de segurança à ANPD.

4.6. As Partes devem promover assistência mútua com a finalidade de atender às solicitações dos Titulares.

4.7. Em caso de recebimento de solicitação de Titular, a Parte deverá:

a) atender à solicitação, quando dispuser das informações necessárias;
b) informar ao Titular o canal de atendimento disponibilizado pelo Terceiro Controlador; ou
c) encaminhar a solicitação para o Terceiro Controlador o quanto antes, a fim de viabilizar a resposta no prazo previsto na Legislação Nacional.

4.8. As Partes devem manter o registro de incidentes de segurança com dados pessoais, nos termos da Legislação Nacional.

Seção II

Cláusulas Mandatórias

CLÁUSULA 5. Finalidade

5.1. Estas Cláusulas se apresentam como mecanismo viabilizador do fluxo internacional seguro de dados pessoais, estabelecem garantias mínimas e condições válidas para a realização de Transferência Internacional de Dados e visam

the adoption of adequate safeguards for compliance with the principles, the rights of the Data Subject and the data protection regime provided for in National Legislation.

CLAUSE 6. Definitions

6.1. For the purposes of these Clauses, the definitions in art. 5 of LGPD, and art. 3 of the Regulation on the International Transfer of Personal Data shall be considered, without prejudice to other normative acts issued by ANPD. The Parties also agree to consider the terms and their respective meanings as set out below:

- a) Processing agents: the controller and the processor;
- b) ANPD: National Data Protection Authority;
- c) Clauses: the standard contractual clauses approved by the ANPD, which are part of Sections I, II, and III;
- d) Related Contract: contractual instrument signed between the Parties or, at least, between one of them and a third-party, including a Third-Party Controller, which has a common purpose, link or dependency relationship with the contract that governs the International Data Transfer;
- e) Controller: Party or third party ("Third Controller") responsible for decisions regarding the processing of Personal Data;
- f) Personal Data: information related to an identified or identifiable natural person;
- g) Sensitive Personal Data: personal data on racial or ethnic origin, religious belief, political opinion, affiliation to trade unions or to a religious, philosophical or political organization, data regarding health or sexual life, genetic or biometric data, whenever related to a natural person;
- h) Erasure: exclusion of data or dataset from a database, regardless of the procedure used;
- i) Exporter: processing agent, located in the national territory or in a foreign country, who transfers personal data to the Importer;
- j) Importer: processing agent, located in a foreign country, who receives personal data from the Exporter;
- k) National Legislation: set of Brazilian constitutional, legal and regulatory provisions regarding the protection of Personal Data, including the LGPD, the International Data

garantir a adoção das salvaguardas adequadas para o cumprimento dos princípios, dos direitos do Titular e do regime de proteção de dados previstos na Legislação Nacional.

CLÁUSULA 6. Definições

6.1. Para os fins destas Cláusulas, serão consideradas as definições do art. 5º da Lei nº 13.709, de 14 de agosto de 2018, e do art. 3º do Regulamento de Transferência Internacional de Dados Pessoais, sem prejuízo de outros atos normativos expedidos pela ANPD. As Partes concordam, ainda, em considerar os termos e seus respectivos significados, conforme exposto a seguir:

- a) Agentes de tratamento: o controlador e o operador;
- b) ANPD: Autoridade Nacional de Proteção de Dados;
- c) Cláusulas: as cláusulas-padrão contratuais aprovadas pela ANPD, que integram as Seções I, II e III;
- d) Contrato Coligado: instrumento contratual firmado entre as Partes ou, pelo menos, entre uma destas e um terceiro, incluindo um Terceiro Controlador, que possua propósito comum, vinculação ou relação de dependência com o contrato que rege a Transferência Internacional de Dados;
- e) Controlador: Parte ou terceiro ("Terceiro Controlador") a quem compete as decisões referentes ao tratamento de Dados Pessoais;
- f) Dado Pessoal: informação relacionada a pessoa natural identificada ou identificável;
- g) Dado Pessoal Sensível: dado pessoal sobre origem racial ou étnica, convicção religiosa, opinião política, filiação a sindicato ou a organização de caráter religioso, filosófico ou político, dado referente à saúde ou à vida sexual, dado genético ou biométrico, quando vinculado a uma pessoa natural;
- h) Eliminação: exclusão de dado ou de conjunto de dados armazenados em banco de dados, independentemente do procedimento empregado;
- i) Exportador: agente de tratamento, localizado no território nacional ou em país estrangeiro, que transfere dados pessoais para Importador;
- j) Importador: agente de tratamento, localizado em país estrangeiro ou que seja organismo internacional, que recebe dados pessoais transferidos por Exportador;
- k) Legislação Nacional: conjunto de dispositivos constitucionais, legais e regulamentares brasileiros a respeito da proteção de Dados Pessoais, incluindo a Lei nº 13.709, de 14 de agosto de 2018,

Transfer Regulation and other normative acts issued by ANPD;

l) Arbitration Law: Law no. 9.307, of September 23, 1996;

m) Security Measures: technical and administrative measures able to protect Personal Data from unauthorized access and from accidental or unlawful events of destruction, loss, alteration, communication or dissemination;

n) Research Body: body or entity of the government bodies or associated entities or a non-profit private legal entity legally established under Brazilian laws, having their headquarter and jurisdiction in the Brazilian territory, which includes basic or applied research of historical, scientific, technological or statistical nature in its institutional mission or in its corporate or statutory purposes;

o) Processor: Party or third-party, including a Sub-processor, which processes Personal Data on behalf of the Controller;

p) Designated Party: Party or a Third-Party Controller, under the terms of Clause 4, designated to fulfill specific obligations regarding transparency, Data Subjects' rights and notifying security incidents;

q) Parties: Exporter and Importer;

r) Access Request: request for mandatory compliance, by force of law, regulation or determination of public authority, to grant access to the Personal Data subject to the International Data Transfer governed by these Clauses;

s) Subcontractor: processing agent hired by the Importer, with no link with the Exporter, to process Personal Data after an International Data Transfer;

t) Third Party Controller: Personal Data Controller who authorizes and provides written instructions for the carrying out of the International Data Transfer between Processors governed by these Clauses, on his behalf, pursuant to Clause 4 ("Option B");

u) Data Subject: natural person to whom the Personal Data which are subject to the International Data Transfer governed by these Clauses relate;

v) Transfer: processing modality through which a processing agent transmits, shares or provides access to Personal Data to another processing agent;

o Regulamento de Transferência Internacional de Dados e outros atos normativos expedidos pela ANPD;

l) Lei de Arbitragem: Lei nº 9.307, de 23 de setembro de 1996;

m) Medidas de Segurança: medidas técnicas e administrativas aptas para proteger os dados pessoais de acessos não autorizados e de situações acidentais ou ilícitas de destruição, perda, alteração, comunicação ou difusão;

n) Órgão de Pesquisa: órgão ou entidade da administração pública direta ou indireta ou pessoa jurídica de direito privado sem fins lucrativos legalmente constituída sob as leis brasileiras, com sede e foro no País, que inclua em sua missão institucional ou em seu objetivo social ou estatutário a pesquisa básica ou aplicada de caráter histórico, científico, tecnológico ou estatístico;

o) Operador: Parte ou terceiro, incluindo um Subcontratado, que realiza o tratamento de Dados Pessoais em nome do Controlador;

p) Parte Designada: Parte do contrato designada, nos termos da Cláusula 4 ("Opção A"), para cumprir, na condição de Controlador, obrigações específicas relativas à transparência, direitos dos Titulares e comunicação de incidentes de segurança;

q) Partes: Exportador e Importador;

r) Solicitação de Acesso: solicitação de atendimento obrigatório, por força de lei, regulamento ou determinação de autoridade pública, para conceder acesso aos Dados Pessoais objeto da Transferência Internacional de Dados regida por estas Cláusulas;

s) Subcontratado: agente de tratamento contratado pelo Importador, sem vínculo com o Exportador, para realizar tratamento de Dados Pessoais após uma Transferência Internacional de Dados;

t) Terceiro Controlador: Controlador dos Dados Pessoais que fornece instruções por escrito para a realização, em seu nome, da Transferência Internacional de Dados entre Operadores regida por estas Cláusulas, na forma da Cláusula 4 ("Opção B");

u) Titular: pessoa natural a quem se referem os Dados Pessoais que são objeto da Transferência Internacional de Dados regida por estas Cláusulas;

v) Transferência: modalidade de tratamento por meio da qual um agente de tratamento transmite, compartilha ou disponibiliza acesso a Dados Pessoais a outro agente de tratamento;

w) International Data Transfer: transfer of Personal Data to a foreign country or to an international organization which Brazil is a member of; and

x) Onward Transfer: transfer of Personal Data, within the same country or to another country, by an Importer to a third-party, including a Sub-processor, provided that it does not constitute an Access Request.

CLAUSE 7. Applicable legislation and ANPD supervision

7.1. The International Data Transfer subject to these Clauses shall be subject to the National Legislation and to the supervision of ANPD, including the power to apply preventive measures and administrative sanctions to both Parties, as appropriate, as well as the power to limit, suspend or prohibit the international transfers arising from this agreement or a Related Contract.

CLAUSE 8. Interpretation

8.1. Any application of these Clauses shall occur according to the following terms:

a) these Clauses shall always be interpreted more favorably to the Data Subject and in accordance with the provisions of the National Legislation;

b) in case of doubt about the meaning of any term in these Clauses, the meaning which is most in line with the National Legislation shall apply;

c) no item in these Clauses, including a Related Agreement and the provisions set forth in Section IV, shall be interpreted as limiting or excluding the liability of any of the Parties in relation to obligations set forth in the National Legislation; and

d) provisions of Sections I and II shall prevail in case of conflict of interpretation with additional clauses and other provisions set forth in Sections III and IV of this agreement or in Related Agreements.

CLAUSE 9. Docking Clause

9.1. By mutual agreement between the Parties, it shall be possible for a processing agent to adhere to these Clauses, either as a Data Exporter or as a Data Importer, by completing and signing a written document, which shall form part of this contract.

9.2. The acceding party shall have the same rights and obligations as the originating parties, according to the position assumed of Exporter or

w) Transferência Internacional de Dados: transferência de Dados Pessoais para país estrangeiro ou organismo internacional do qual o país seja membro; e

x) Transferência Posterior: Transferência Internacional de Dados, originada de um Importador, e destinada a um terceiro, incluindo um Subcontratado, desde que não configure Solicitação de Acesso.

CLÁUSULA 7. Legislação aplicável e fiscalização da ANPD

7.1. A Transferência Internacional de Dados objeto das presentes Cláusulas submete-se à Legislação Nacional e à fiscalização da ANPD, incluindo o poder de aplicar medidas preventivas e sanções administrativas a ambas as Partes, conforme o caso, bem como o de limitar, suspender ou proibir as transferências internacionais decorrentes destas Cláusulas ou de um Contrato Coligado.

CLÁUSULA 8. Interpretação

8.1. Qualquer aplicação destas Cláusulas deve ocorrer de acordo com os seguintes termos:

a) estas Cláusulas devem sempre ser interpretadas de forma mais favorável ao Titular e de acordo com as disposições da Legislação Nacional;

b) em caso de dúvida sobre o significado de termos destas Cláusulas, aplica-se o significado que mais se alinha com a Legislação Nacional;

c) nenhum item destas Cláusulas, incluindo-se aqui um Contrato Coligado e as disposições previstas na Seção IV, poderá ser interpretado com o objetivo de limitar ou excluir a responsabilidade de qualquer uma das Partes em relação a obrigações previstas na Legislação Nacional; e

d) as disposições das Seções I e II prevalecem em caso de conflito de interpretação com Cláusulas adicionais e demais disposições previstas nas Seções III e IV deste instrumento ou em Contratos Coligados.

CLÁUSULA 9. Possibilidade de adesão de terceiros

9.1. Em comum acordo entre as Partes, é possível a um agente de tratamento aderir a estas Cláusulas na condição de Exportador ou de Importador, por meio do preenchimento e assinatura de documento escrito, que integrará o presente instrumento.

9.2. A parte aderente terá os mesmos direitos e obrigações das Partes originárias, conforme a posição assumida de Exportador ou Importador e

Importer and according to the corresponding category of treatment agent.

CLAUSE 10. General obligations of the Parties

10.1. The Parties undertake to adopt and, when necessary, demonstrate the implementation of effective measures capable of demonstrating observance of and compliance with the provisions of these Clauses and the National Legislation, as well as with the effectiveness of such measures and, in particular:

- a) use the Personal Data only for the specific purposes described in Clause 2, with no possibility of subsequent processing incompatible with such purposes, subject to the limitations, guarantees and safeguards provided for in these Clauses;
- b) guarantee the compatibility of the processing with the purposes informed to the Data Subject, according to the processing activity context;
- c) limit the processing activity to the minimum required for the accomplishment of its purposes, encompassing pertinent, proportional and non-excessive data in relation to the Personal Data processing purposes;
- d) guarantee to the Data Subjects, subject to the provisions of Clause 4:
 - (d.1.) clear, accurate and easily accessible information on the processing activities and the respective processing agents, with due regard for trade and industrial secrecy;
 - (d.2.) facilitated and free of charge consultation on the form and duration of the processing, as well as on the integrity of their Personal Data; and
 - (d.3.) accuracy, clarity, relevance and updating of the Personal Data, according to the necessity and for compliance with the purpose of their processing;
- e) adopt the appropriate security measures compatible with the risks involved in the International Data Transfer governed by these Clauses;
- f) not to process Personal Data for abusive or unlawful discriminatory purposes;
- g) ensure that any person acting under their authority, including sub-processors or any agent who collaborates with them, whether for reward or free of charge, only processes data in compliance with their instructions and with the provisions of these Clauses;
- h) keep a record of the Personal Data processing operations of the International Data Transfer governed by these Clauses, and submit the

de acordo com a categoria de agente de tratamento correspondente.

CLÁUSULA 10. Obrigações gerais das Partes

10.1. As Partes se comprometem a adotar e, quando necessário, demonstrar a adoção de medidas eficazes e capazes de comprovar a observância e o cumprimento das disposições destas Cláusulas e da Legislação Nacional e, inclusive, da eficácia dessas medidas e, em especial:

- a) utilizar os Dados Pessoais somente para as finalidades específicas descritas na Cláusula 2, sem possibilidade de tratamento posterior de forma incompatível com essas finalidades, observadas, em qualquer caso, as limitações, garantias e salvaguardas previstas nestas Cláusulas;
- b) garantir a compatibilidade do tratamento com as finalidades informadas ao Titular, de acordo com o contexto do tratamento;
- c) limitar o tratamento ao mínimo necessário para a realização de suas finalidades, com abrangência dos dados pertinentes, proporcionais e não excessivos em relação às finalidades do tratamento de Dados Pessoais;
- d) garantir aos Titulares, observado o disposto na Cláusula 4:
 - (d.1.) informações claras, precisas e facilmente acessíveis sobre a realização do tratamento e os respectivos agentes de tratamento, observados os segredos comercial e industrial;
 - (d.2.) consulta facilitada e gratuita sobre a forma e a duração do tratamento, bem como sobre a integralidade de seus Dados Pessoais; e
 - (d.3.) a exatidão, clareza, relevância e atualização dos Dados Pessoais, de acordo com a necessidade e para o cumprimento da finalidade de seu tratamento;
- e) adotar as medidas de segurança apropriadas e compatíveis com os riscos envolvidos na Transferência Internacional de Dados regida por estas Cláusulas;
- f) não realizar tratamento de Dados Pessoais para fins discriminatórios ilícitos ou abusivos;
- g) assegurar que qualquer pessoa que atue sob sua autoridade, inclusive subcontratados ou qualquer agente que com ele colabore, de forma gratuita ou onerosa, realize tratamento de dados apenas em conformidade com suas instruções e com o disposto nestas Cláusulas; e
- h) manter registro das operações de tratamento dos Dados Pessoais objeto da Transferência Internacional de Dados regida por estas Cláusulas,

relevant documentation to ANPD, when requested.

CLAUSE 11. Sensitive personal data

11.1. If the International Data Transfer involves Sensitive Personal Data, the Parties shall apply additional safeguards, including specific Security Measures which are proportional to the risks of the processing activity, to the specific nature of the data and to the interests, rights and guarantees to be protected, as described in Section III.

CLAUSE 12. Personal data of children and adolescents

12.1. In case the International Data Transfer governed by these Clauses involves Personal Data concerning children and adolescents, the Parties shall implement measures to ensure that the processing is carried out in their best interest, under the terms of the National Legislation and relevant instruments of international law.

CLAUSE 13. Legal use of data

13.1. The Exporter guarantees that Personal Data has been collected, processed and transferred to the Importer in accordance with the National Legislation.

CLAUSE 14. Transparency

14.1. The Designated Party shall publish, on its website, a document containing easily accessible information written in simple, clear and accurate language on the conduction of the International Data Transfer, including at least information on:

- a) the form, duration and specific purpose of the international transfer;
- b) the destination country of the transferred data;
- c) the Designated Party's identification and contact details;
- d) the shared use of data by the Parties and its purpose;
- e) the responsibilities of the agents who shall conduct the processing;
- f) the Data Subject's rights and the means for exercising them, including an easily accessible channel made available to respond to their requests, and the right to file a petition against the Exporter and the Importer before ANPD; and
- g) Onward Transfers, including those relating to recipients and to the purpose of such transfer.

e apresentar a documentação pertinente à ANPD, quando solicitado.

CLÁUSULA 11. Dados Pessoais sensíveis

11.1. Caso a Transferência Internacional de Dados envolva Dados Pessoais sensíveis, as Partes aplicarão salvaguardas adicionais, incluindo medidas de segurança específicas e proporcionais aos riscos da atividade de tratamento, à natureza específica dos dados e aos interesses, direitos e garantias a serem protegidos, conforme descrito na Seção III.

CLÁUSULA 12. Dados Pessoais de crianças e adolescentes

12.1. Caso a Transferência Internacional de Dados envolva Dados Pessoais de crianças e adolescentes, as Partes aplicarão salvaguardas adicionais, incluindo medidas que assegurem que o tratamento seja realizado em seu melhor interesse, nos termos da Legislação Nacional e dos instrumentos pertinentes de direito internacional.

CLÁUSULA 13. Uso legal dos dados

13.1. O Exportador garante que os Dados Pessoais foram coletados, tratados e transferidos para o Importador de acordo com a Legislação Nacional.

CLÁUSULA 14. Transparência

14.1. A Parte Designada publicará, em sua página na Internet, documento contendo informações facilmente acessíveis redigidas em linguagem simples, clara e precisa sobre a realização da Transferência Internacional de Dados, incluindo, pelo menos, informações sobre:

- a) a forma, a duração e a finalidade específica da transferência internacional;
- b) o país de destino dos dados transferidos;
- c) a identificação e os contatos da Parte Designada;
- d) o uso compartilhado de dados pelas Partes e a finalidade;
- e) as responsabilidades dos agentes que realizarão o tratamento;
- f) os direitos do Titular e os meios para o seu exercício, incluindo canal de fácil acesso disponibilizado para atendimento às suas solicitações e o direito de peticionar contra o Controlador perante a ANPD; e
- g) Transferências Posteriores, incluindo as relativas aos destinatários e à finalidade da transferência.

14.2. The document referred to in item 14.1. shall be made available on a specific website page or integrated, in a prominent and easily accessible format, to the Privacy Policy or equivalent document.

14.3. Upon request, the Parties shall make a copy of these Clauses available to the Data Subject free of charge, complying with trade and industrial secrecy.

14.4. All information made available to Data Subjects, under the terms of these Clauses, shall be written in Portuguese.

CLAUSE 15. Rights of the data subject

15.1. The Data subject shall have the right to obtain from the Designated Party, as regards the Personal Data subject to the International Data Transfer governed by these Clauses, at any time, and upon request, under the terms of the National Legislation:

- a) confirmation of the existence of processing;
- b) access to data;
- c) correction of incomplete, inaccurate, or outdated data;
- d) anonymization, blocking or erasure of unnecessary or excessive data or data processed in noncompliance with these Clauses and the provisions of National Legislation;
- e) portability of data to another service or product provider, upon express request, in accordance with ANPD regulations, complying with trade and industrial secrecy;
- f) erasure of Personal Data processed under the Data Subject's consent, except for the events provided in Clause 20;
- g) information on public and private entities with which the Parties have shared data;
- h) information on the possibility of denying consent and on the consequences of the denial;
- i) withdrawal of consent through a free of charge and facilitated procedure, remaining ratified the processing activities carried out before the request for elimination;
- j) review of decisions taken solely on the basis of automated processing of personal data affecting their interests, including decisions aimed at defining their personal, professional, consumer and credit profile or aspects of their personality; and
- k) information on the criteria and procedures adopted for the automated decision.

14.2. O documento referido no item 14.1. poderá ser disponibilizado em página específica ou integrado, de forma destacada e de fácil acesso, à Política de Privacidade ou documento equivalente.

14.3. A pedido, as Partes devem disponibilizar, gratuitamente, ao Titular uma cópia destas Cláusulas, observados os segredos comercial e industrial.

14.4. Todas as informações disponibilizadas aos titulares, nos termos destas Cláusulas, deverão ser redigidas na língua portuguesa.

CLÁUSULA 15. Direitos do Titular

15.1. O Titular tem direito a obter da Parte Designada, em relação aos Dados Pessoais objeto da Transferência Internacional de Dados regida por estas Cláusulas, a qualquer momento, e mediante requisição, nos termos da Legislação Nacional:

- a) confirmação da existência de tratamento;
- b) acesso aos dados;
- c) correção de dados incompletos, inexatos ou desatualizados;
- d) anonimização, bloqueio ou eliminação de dados desnecessários, excessivos ou tratados em desconformidade com estas Cláusulas e com o disposto na Legislação Nacional;
- e) portabilidade dos dados a outro fornecedor de serviço ou produto, mediante requisição expressa, de acordo com a regulamentação da ANPD, observados os segredos comercial e industrial;
- f) eliminação dos Dados Pessoais tratados com o consentimento do Titular, exceto nas hipóteses previstas na Cláusula 20;
- g) informação das entidades públicas e privadas com as quais as Partes realizaram uso compartilhado de dados;
- h) informação sobre a possibilidade de não fornecer consentimento e sobre as consequências da negativa;
- i) revogação do consentimento mediante procedimento gratuito e facilitado, ratificados os tratamentos realizados antes do requerimento de eliminação;
- j) revisão de decisões tomadas unicamente com base em tratamento automatizado de Dados Pessoais que afetem seus interesses, incluídas as decisões destinadas a definir o seu perfil pessoal, profissional, de consumo e de crédito ou os aspectos de sua personalidade; e
- k) informações a respeito dos critérios e dos procedimentos utilizados para a decisão

15.2. Data subject may oppose to the processing based on one of the events of waiver of consent, in case of noncompliance with the provisions of these Clauses or National Legislation.	automatizada, observados os segredos comercial e industrial.
15.3. The deadline for responding to the requests provided for in this Clause and in item 14.3 is 15 (fifteen) days from the date of the data subject's request, except in the event of a different deadline established in specific ANPD regulations.	15.2. O titular pode opor-se a tratamento realizado com fundamento em uma das hipóteses de dispensa de consentimento, em caso de descumprimento ao disposto nestas Cláusulas ou na Legislação Nacional. 15.3. O prazo para atendimento às solicitações previstas nesta Cláusula e no item 14.3. é de 15 (quinze) dias contados da data do requerimento do titular, ressalvada a hipótese de prazo distinto estabelecido em regulamentação específica da ANPD.
15.4. In case the Data Subject's request is directed to the Party not designated as responsible for the obligations set forth in this Clause or in item 14.3., the referred Party shall: a) inform the Data Subject of the service channel made available by the Designated Party; or b) forward the request to the Designated Party as early as possible, to enable the response within the period provided in item 15.2.	15.4. Caso a solicitação do Titular seja direcionada à Parte não designada como responsável pelas obrigações previstas nesta Cláusula ou no item 14.3., a Parte deverá: a) informar ao Titular o canal de atendimento disponibilizado pela Parte Designada; ou b) encaminhar a solicitação para a Parte Designada o quanto antes, a fim de viabilizar a resposta no prazo previsto no item 15.2.
15.5. The Parties shall immediately inform the Data Processing Agents with whom they have shared data with the correction, deletion, anonymization or blocking of the data, for them to follow the same procedure, except in cases where this communication is demonstrably impossible or involves a disproportionate effort.	15.5. As Partes deverão informar, imediatamente, aos Agentes de Tratamento com os quais tenham realizado uso compartilhado de dados a correção, a eliminação, a anonimização ou o bloqueio dos dados, para que repitam idêntico procedimento, exceto nos casos em que esta comunicação seja comprovadamente impossível ou implique esforço desproporcional.
15.6. The Parties shall promote mutual assistance to respond to the Data Subjects' requests.	15.6. As Partes devem promover assistência mútua com a finalidade de atender às solicitações dos Titulares.
CLAUSE 16. Security Incident Reporting	CLÁUSULA 16. Comunicação de Incidente de Segurança
16.1. The Designated Party shall notify ANPD and the Data Subject, within 3 (three) working days of the occurrence of a security incident that may entail a relevant risk or damage to the Data Subjects, according to the provisions of National Legislation.	16.1. A Parte Designada deverá comunicar à ANPD e aos Titulares, no prazo de 3 (três) dias úteis, a ocorrência de incidente de segurança que possa acarretar risco ou dano relevante para os Titulares, observado o disposto na Legislação Nacional.
16.2. The Importer must keep a record of security incidents in accordance with National Legislation.	16.2. O Importador deve manter o registro de incidentes de segurança nos termos da Legislação Nacional.
CLAUSE 17. Liability and compensation for damages	CLÁUSULA 17. Responsabilidade e Ressarcimento de Danos
17.1. The Party which, when performing Personal Data processing activities, causes patrimonial, moral, individual or collective damage, for violating the provisions of these	17.1. A Parte que, em razão do exercício da atividade de tratamento de Dados Pessoais, causar dano patrimonial, moral, individual ou coletivo, em

Clauses and of the National Legislation, shall compensate for it.

17.2. Data Subject may claim compensation for damage caused by any of the Parties as a result of a breach of these Clauses

17.3. The defense of Data Subjects' interests and rights may be claimed in court, individually or collectively, in accordance with the provisions in relevant legislation regarding the instruments of individual and collective protection.

17.4. The Party acting as Processor shall be jointly and severally liable for damages caused by the processing activities when it fails to comply with these Clauses or when it has not followed the lawful instructions of the Controller, except for the provisions of item 17.6.

17.5. The Controllers directly involved in the processing activities which resulted in damage to the Data Subject shall be jointly and severally liable for these damages, except for the provisions of item 17.6.

17.6. Parties shall not be held liable if they have proven that:

- a) they have not carried out the processing of Personal Data attributed to them;
- b) although they did carry out the processing of Personal Data attributed to them, there was no violation of these Clauses or National Legislation; or
- c) the damage results from the sole fault of the Data Subject or of a third-party which is not a recipient of the Onward Transfer or not subcontracted by the Parties.

17.7. Under the terms of the National Legislation, the judge may reverse the burden of proof in favor of the Data Subject whenever, in his judgement, the allegation is credible, there is a lack of sufficient evidence or when the Data Subject would be excessively burdened by the production of evidence

17.8. Judicial proceedings for compensation for collective damages which intend to establish liability under the terms of this Clause may be collectively conducted in court, with due regard for the provisions in relevant legislation.

17.9. The Party which compensates the damage to the Data Subject shall have a right of recourse against the other responsible parties, to the

violação às disposições destas Cláusulas e da Legislação Nacional, é obrigada a repará-lo.

17.2. O Titular poderá pleitear a reparação do dano causado por quaisquer das Partes em razão da violação destas Cláusulas.

17.3. A defesa dos interesses e dos direitos dos Titulares poderá ser pleiteada em juízo, individual ou coletivamente, na forma do disposto na legislação pertinente acerca dos instrumentos de tutela individual e coletiva.

17.4. A Parte que atuar como Operador responde, solidariamente, pelos danos causados pelo tratamento quando descumprir as presentes Cláusulas ou quando não tiver seguido as instruções lícitas do Controlador, ressalvado o disposto no item 17.6.

17.5. Os Controladores que estiverem diretamente envolvidos no tratamento do qual decorreram danos ao Titular respondem, solidariamente, por estes danos, ressalvado o disposto no item 17.6.

17.6. Não caberá responsabilização das Partes se comprovado que:

- a) não realizaram o tratamento de Dados Pessoais que lhes é atribuído;
- b) embora tenham realizado o tratamento de Dados Pessoais que lhes é atribuído, não houve violação a estas Cláusulas ou à Legislação Nacional; ou
- c) o dano é decorrente de culpa exclusiva do Titular ou de terceiro que não seja destinatário de Transferência Posterior ou subcontratado pelas Partes.

17.7. Nos termos da Legislação Nacional, o juiz poderá inverter o ônus da prova a favor do Titular quando, a seu juízo, for verossímil a alegação, houver hipossuficiência para fins de produção de prova ou quando a produção de prova pelo Titular resultar-lhe excessivamente onerosa.

17.8. As ações de reparação por danos coletivos que tenham por objeto a responsabilização nos termos desta Cláusula podem ser exercidas coletivamente em juízo, observado o disposto na legislação pertinente.

17.9. A Parte que reparar o dano ao titular tem direito de regresso contra os demais responsáveis, na medida de sua participação no evento danoso.

extent of their participation in the damaging event.

CLAUSE 18. Safeguards for Onward Transfer

18.1. The Importer shall only carry out Onward Transfers of Personal Data subject to the International Data Transfer governed by these Clauses if expressly authorized, in accordance with the terms and conditions described in Clause 3.

18.2. In any case, the Importer:

- a) shall ensure that the purpose of the Onward Transfer is compatible with the specific purposes described in Clause 2;
- b) shall guarantee, by means of a written contractual instrument, that the safeguards provided in these Clauses shall be ensured by the third-party recipient of the Onward Transfer; and
- c) for the purposes of these Clauses, and regarding the Personal Data transferred, shall be considered responsible for any eventual irregularities committed by the third-party recipient of the Onward Transfer.

18.3. The Onward Transfer shall also be carried out based on another valid modality of International Data Transfer provided in National Legislation, regardless of the authorization referred to in Clause 3.

CLAUSE 19. Access Request Notification

19.1. The Importer shall notify the Exporter and the Data Subject of any Access Request related to the Personal Data subject to the International Data Transfer governed by these Clauses, except in the event that notification is prohibited by the law of the country in which the data is processed.

19.2. The Importer shall implement the appropriate legal measures, including legal actions, to protect the rights of the Data Subjects whenever there is adequate legal basis to question the legality of the Access Request and, if applicable, the prohibition of issuing the notification referred to in item 19.1.

19.3. To comply with both the ANPD's and the Exporter's requests, the Importer shall keep a record of Access Requests, including date, requester, purpose of the request, type of data requested, number of requests received, and legal measures implemented.

CLÁUSULA 18. Salvaguardas para Transferência Posterior

18.1. O Importador somente poderá realizar Transferências Posteriores dos Dados Pessoais objeto da Transferência Internacional de Dados regida por estas Cláusulas se expressamente autorizado, conforme as hipóteses e condições descritas na Cláusula 3.

18.2. Em qualquer caso, o Importador:

- a) deve assegurar que a finalidade da Transferência Posterior é compatível com as finalidades específicas descritas na Cláusula 2;
- b) deve garantir, mediante instrumento contratual escrito, que as salvaguardas previstas nestas Cláusulas serão observadas pelo terceiro destinatário da Transferência Posterior; e
- c) para fins destas Cláusulas, e em relação aos Dados Pessoais transferidos, será considerado o responsável por eventuais irregularidades praticadas pelo terceiro destinatário da Transferência Posterior.

18.3. A Transferência Posterior poderá, ainda, ser realizada com base em outro mecanismo válido de Transferência Internacional de Dados previsto na Legislação Nacional, independentemente da autorização de que trata a Cláusula 3.

CLÁUSULA 19. Notificação de Solicitação de Acesso

19.1. O Importador notificará o Exportador e o Titular sobre Solicitação de Acesso relacionada aos Dados Pessoais objeto da Transferência Internacional de Dados regida por estas Cláusulas, ressalvada a hipótese de vedação de notificação pela lei do país de tratamento dos dados.

19.2. O Importador adotará as medidas legais cabíveis, incluindo ações judiciais, para proteger os direitos dos Titulares sempre que houver fundamento jurídico adequado para questionar a legalidade da Solicitação de Acesso e, se for o caso, a vedação de realizar a notificação referida no item 19.1.

19.3. Para atender às solicitações da ANPD e do Exportador, o Importador deve manter registro de Solicitações de Acesso, incluindo data, solicitante, finalidade da solicitação, tipo de dados solicitados, número de solicitações recebidas e medidas legais adotadas.

CLAUSE 20. Termination of processing and erasure of data

20.1. Parties shall erase the personal data subject to the International Data Transfer governed by these Clauses after the ending of their processing, being their storage authorized only for the following purposes:

- a) compliance with legal or regulatory obligation by the Controller;
- b) study by a Research Body, guaranteeing, whenever possible, the anonymization of personal data;
- c) transfer to a third-party, upon compliance with requirements set forth in these Clauses and in the National Legislation; and
- d) exclusive use of the Controller, being the access by a third-party prohibited, and provided data have been anonymized.

20.2. For the purposes of this Clause, processing of personal data shall cease when:

- a) the purpose set forth in these Clauses has been achieved;
- b) Personal Data are no longer necessary or pertinent to attain the intended specific purpose set forth in these Clauses;
- c) at the termination of the treatment period;
- d) Data Subject's request is met; and
- e) at the order of ANPD, upon violation of the provisions of these Clauses or National Legislation.

CLAUSE 21. Data processing security

21.1. Parties shall implement Security Measures which guarantee sufficient protection of the Personal Data subject to the International Data Transfer governed by these Clauses, even after its termination.

21.2. Parties shall inform, in Section III, the Security Measures implemented, considering the nature of the processed information, the specific characteristics and the purpose of the processing, the technology current state and the probability and severity of the risks to the Data Subjects' rights, especially in the case of sensitive personal data and that of children and adolescents.

21.3. The Parties shall make the necessary efforts to implement periodic evaluation and review measures to maintain the appropriate level of data security.

CLÁUSULA 20. Término do tratamento e eliminação dos dados

20.1. As Partes deverão eliminar os Dados Pessoais objeto da Transferência Internacional de Dados regida por estas Cláusulas após o término do tratamento, no âmbito e nos limites técnicos das atividades, autorizada a conservação apenas para as seguintes finalidades:

- a) cumprimento de obrigação legal ou regulatória pelo Controlador;
- b) estudo por Órgão de Pesquisa, garantida, sempre que possível, a anonimização dos Dados Pessoais;
- c) transferência a terceiro, desde que respeitados os requisitos previstos nestas Cláusulas e na Legislação Nacional; e
- d) uso exclusivo do Controlador, vedado seu acesso por terceiro, e desde que anonimizados os dados.

20.2. Para fins desta Cláusula, considera-se que o término do tratamento ocorrerá quando:

- a) alcançada a finalidade prevista nestas Cláusulas;
- b) os Dados Pessoais deixarem de ser necessários ou pertinentes ao alcance da finalidade específica prevista nestas Cláusulas;
- c) finalizado o período de tratamento;
- d) atendida solicitação do Titular; e
- e) determinado pela ANPD, quando houver violação ao disposto nestas Cláusulas ou na Legislação Nacional.

CLÁUSULA 21. Segurança no tratamento dos dados

21.1. As Partes deverão adotar medidas de segurança que garantam proteção aos Dados Pessoais objeto da Transferência Internacional de Dados regida por estas Cláusulas, mesmo após o seu término.

21.2. As Partes informarão, na Seção III, as Medidas de Segurança adotadas, considerando a natureza das informações tratadas, as características específicas e a finalidade do tratamento, o estado atual da tecnologia e os riscos para os direitos dos Titulares, especialmente no caso de dados pessoais sensíveis e de crianças e adolescentes.

21.3. As Partes deverão realizar os esforços necessários para adotar medidas periódicas de avaliação e revisão visando manter o nível de

segurança adequado às características do tratamento de dados.

CLAUSE 22. Legislation of country of destination

22.1. The Importer declares that it has not identified any laws or administrative practices of the country receiving the Personal Data that prevent it from fulfilling the obligations assumed in these Clauses.

22.2. In the event of a regulatory change which alters this situation, the Importer shall immediately notify the Exporter to assess the continuity of the contract.

CLAUSE 23. Non-compliance with the Clauses by the Importer

23.1. In the event of a breach in the safeguards and guarantees provided in these Clauses or being the Importer unable to comply with any of them, the Exporter shall be immediately notified, subject to the provisions in item 19.1.

23.2. Upon receiving the communication referred to in item 23.1 or upon verification of non-compliance with these Clauses by the Importer, the Exporter shall implement the relevant measures to ensure the protection of the Data Subjects' rights and the compliance of the International Data Transfer with the National Legislation and these Clauses, and may, as appropriate:

- a) suspend the International Data Transfer;
- b) request the return of Personal Data, its transfer to a third party, or its erasure; and
- c) terminate the contract.

CLAUSE 24. Choice of forum and jurisdiction

24.1. Brazilian legislation applies to these Clauses and any controversy between the Parties arising from these Clauses shall be resolved before the competent courts in Brazil, observing, if applicable, the forum chosen by the Parties in Section IV.

24.2. Data Subjects may file lawsuits against the Exporter or the Importer, as they choose, before the competent courts in Brazil, including those in their place of residence.

24.3. By mutual agreement, Parties may use arbitration to resolve conflicts arising from these

CLÁUSULA 22. Legislação do país destinatário dos dados

22.1. O Importador declara que não identificou leis ou práticas administrativas do país destinatário dos Dados Pessoais que o impeçam de cumprir as obrigações assumidas nestas Cláusulas.

22.2. Sobrevindo alteração normativa que altere esta situação, o Importador notificará, de imediato, o Exportador para avaliação da continuidade do contrato.

CLÁUSULA 23. Descumprimento das Cláusulas pelo Importador

23.1. Havendo violação das salvaguardas e garantias previstas nestas Cláusulas ou a impossibilidade de seu cumprimento pelo Importador, o Exportador deverá ser comunicado imediatamente, ressalvado o disposto no item 19.1.

23.2. Recebida a comunicação de que trata o item 23.1 ou verificado o descumprimento destas Cláusulas pelo Importador, o Exportador adotará as providências pertinentes para assegurar a proteção aos direitos dos Titulares e a conformidade da Transferência Internacional de Dados com a Legislação Nacional e as presentes Cláusulas, podendo, conforme o caso:

- a) suspender a Transferência Internacional de Dados;
- b) solicitar a devolução dos Dados Pessoais, sua transferência a um terceiro, ou a sua eliminação; e
- c) rescindir o contrato.

CLÁUSULA 24. Eleição do foro e jurisdição

24.1. Aplica-se a estas Cláusulas a legislação brasileira e qualquer controvérsia entre as Partes decorrente destas Cláusulas será resolvida perante os tribunais competentes do Brasil, observado, se for o caso, o foro eleito pelas Partes na Seção IV.

24.2. Os Titulares podem ajuizar ações judiciais contra o Exportador ou o Importador, conforme sua escolha, perante os tribunais competentes no Brasil, inclusive naqueles localizados no local de sua residência.

24.3. Em comum acordo, as Partes poderão se valer da arbitragem para resolver os conflitos

Clauses, provided that the procedure is carried out in Brazil and in accordance with the provisions of the Arbitration Law.

Section III – Security Measures

(i) Governance and supervision of internal processes: See Schedule C of the DPA

(ii) Technical and administrative security measures, including measures to guarantee the security of the operations carried out, such as collection, transmission, and storage of data: See Schedule C of the DPA

CLAUSE 25. Language

These Clauses have been presented here in the English and Portuguese versions. If there is any conflict between these two versions of the Clauses, the English version shall prevail for the interpretation of the document.

decorrentes destas Cláusulas, desde que realizada no Brasil e conforme as disposições da Lei de Arbitragem.

Seção III – Medidas de Segurança

(i) Governança e supervisão de processos internos: Ver Anexo C do DPA.

(ii) Medidas de segurança técnicas e administrativas, incluindo medidas para garantir a segurança das operações realizadas, tais como a coleta, a transmissão e o armazenamento dos dados: Ver Anexo C do DPA.

CLÁUSULA 25. Idioma

Estas Cláusulas estão apresentadas em versões em inglês e português. Se houver qualquer conflito entre as duas versões das Cláusulas, a versão em inglês deverá prevalecer para interpretação do documento.