

Data Processing Addendum

The customer identified on the signature page hereto (“**Customer**”) and Whimsical, Inc. (“**Whimsical**”) hereby enter into this Data Processing Addendum (“**Addendum**”) as of the date this Addendum is signed by both parties (“**Addendum Effective Date**”). This Addendum is subject to the Whimsical Terms of Service available at <https://whimsical.com/terms> (“**Agreement**”). All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. Under the Agreement, Whimsical provides certain services to Customer that involve Whimsical handling Customer Data, which may include Personal Information (defined below).

This Addendum forms part of the Agreement and contains certain terms and conditions required by Customer relating to data protection, privacy and security to include certain requirements of The General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and The California Consumer Privacy Act of 2018 (Cal. Civ. Code, Title 1.81.5 comprising §§ 1798.100 – 1798.198 (as amended) (“**CCPA**”), where applicable. In the event (and to the extent only) that there is a conflict between the GDPR and the CCPA, the parties agree to comply with the more onerous requirement or higher standard as determined by Customer.

This Addendum consists of the Data Processing Addendum Terms and its appendices. This Addendum is intended to reflect the parties’ agreement with respect to the processing of Personal Information in accordance with the requirements of this Addendum and Data Protection Legislation.

DATA PROCESSING ADDENDUM TERMS

1. DEFINITIONS

“**Controller**”, “**Data Subject**”, “**personal data**”, “**Process**”, “**Processed**”, “**Processing**”, and “**Processor**” have the same meanings as in GDPR. With respect to CCPA, Customer and Whimsical hereby agree that Customer, when Customer is a legal entity and not an individual, is a “**Business**” and Whimsical is the “**Service Provider**,” as defined under the CCPA and with respect to Personal Information (defined below).

“**Customer Data**” means any content, data, information or other materials (including Personal Information) submitted or shared by or for Customer to or through the Services. Customer Data does not include Registration Data, Usage Data, or information owned or licensed to Whimsical and purchased or licensed from Whimsical as part of the Services purchased by Customer.

“**Data Protection Legislation**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area, including Switzerland (the “**EEA**”), and their member states (including but not limited to the Irish Data Protection Acts 1988 to 2018, the GDPR, the European Communities (Electronic Communications Networks And Services) (Privacy And Electronic Communications) Regulations 2011, and the ePrivacy Directive 2002/58/EC and all other applicable data protection or privacy legislation), as well as all U.S. laws, regulations, standards, regulatory guidance, and self-regulatory guidelines that apply to a Business or Service Provider, including, but not limited to CCPA, as applicable to the Processing of Personal Information under the Agreement.

“**Personal Information**” means information relating to a living individual or household who is, relates to, describes or can be, reasonably identified or linked, directly or indirectly from information, either alone or in conjunction with other information, within Whimsical’s control and which is stored, collected, Processed or submitted to or via the Services as Customer Data, Registration Data, or Usage Data.

“**Registration Data**” means (i) Customer’s or an individual user of Customer’s (if Customer is an entity) email address; (ii) if provided, Customer’s name and Avatar photo or image; (iii) if Customer purchases a

subscription to utilize the Services, Customer's additional personal and payment information necessary for processing the transaction. For avoidance of doubt, the only Registration Data that is required to be provided is a valid email address.

"Services" means the services provided by Whimsical to Customer pursuant to the Agreement.

"Standard Contractual Clauses" means the "Standard Contractual Clauses" annexed to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Information to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council.

"Usage Data" means Customer's or an individual user of Customer's (if Customer is an entity) data that is collected automatically through use of the Services, including but not limited to log information, location information, and information collected through the use of cookies.

- 1.1. Any phrase introduced by the terms "other," "including," "include" or any similar expression shall be construed without limitation.
- 1.2. A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or superseded from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. Confidentiality

- 2.1. Customer Data. Customer Data is deemed to be the confidential information of Customer.
- 2.2. Confidentiality of Processing Agreements. The parties agree that each party may disclose an appropriately redacted version of the Agreement (and all attachments) to third parties to the extent necessary to fulfill its obligations hereunder.

3. Data Processing

- 3.1. Whimsical will:
 - (a) only process Personal Information on behalf of and in accordance with Customer's instructions for the provision of the Services. This Addendum and the Agreement consist of Customer's written instructions to Whimsical for the Processing of Personal Information and Whimsical must comply with any further reasonable written instructions from Customer for the processing of Personal Information.;
 - (b) comply in all respects with applicable Data Protection Legislation (including, where appropriate and applicable, maintaining valid and up-to-date protection notifications or registration) in any country where the Services are to be performed or delivered;
 - (c) access, collect, retain, use, disclose, and otherwise Process Customer's Personal Information solely to fulfill its obligations to Customer under the Agreement (including Statements of Work) and this Addendum, and on Customer's behalf, and for no other purposes;
 - (d) notify Customer of any individuals' access requests, rectification or deletion requests, complaints, claims or allegations, individuals' requests for copies it receives regarding Personal Information, and cooperate with and assist with Customer in investigating and responding to individuals exercising their legal rights;
 - (e) comply without delay with each and every Customer written instruction to access, correct, amend, or delete the Personal Information;
 - (f) not attempt to link, identify, or otherwise create a relationship between Personal Information and non-Personal Information or any other data without the express authorization of Customer;
 - (g) not sell or license Personal Information or otherwise disclose Personal Information for a commercial or non-

commercial purpose;

- (h) hereby certify that it understands its restrictions and obligations set forth in Data Protection Legislation and will comply with the same;
- (i) ensure that its staff, contractors or persons engaged by them are authorized to process Customer Data and have committed themselves to confidentiality of the same or are under an appropriate obligation of confidentiality;
- (j) at the choice of Customer, delete or return all the Personal Information after the end of the provision of services relating to processing, and delete existing copies unless applicable law requires retention of that Personal Information; and
- (k) fully cooperate with Customer's assessment and audit rights in the Agreement and this Addendum.

4. Sub-processors

4.1. Whimsical will:

- (a) maintain an accurate and updated list ("**Sub-processor List**") of all of Whimsical's subcontractors who will be involved with or assist in providing the Services and who may Process any Customer Data in the course of doing so (each a "**Sub-processor**"). The Sub-processor List is available at any time in Whimsical's Privacy Notice located at <https://whimsical.com/privacy> ("**Privacy Notice**") under the heading "Data Processors". Whimsical will provide Customer with a written copy of its Sub-processor List upon request. The Sub-processor List includes a description of the services that those Sub-processors provide with respect to the Customer Data;
- (b) provide Customer with notice of the addition of any new Sub-Processor to the Sub-processor List at any time during the term of the Agreement, with such notice being provided on Whimsical's website;
- (c) provide Customer with additional information about any Sub-processor on the Sub-processor List that Customer may reasonably request from time to time, to include copies of any written agreement with such Sub-processors;
- (d) ensure that all Sub-processors on the Sub-processor List are bound by contractual terms no less onerous than those contained in this Addendum; and
- (e) be liable for the acts and omissions of its Sub-processors to the same extent Whimsical would be liable if performing the services of each of those Sub-processors directly under the terms of this Addendum.

4.2. Customer may, without penalty or liability, in its sole discretion, terminate the Agreement with 30 days' written notice, where it does not approve of the addition of a new Sub-processor to the Sub-processor List, that will handle Customer Data and Customer will receive a pro-rata refund of any sums paid in advance for Services not provided by Whimsical.

4.3. Whimsical must enter into the Sub-processor Joinder contained within Appendix 2 herein, which requires Whimsical to comply with the obligations of a data importer as a Sub-processor to the Standard Contractual Clauses.

5. Security

5.1. Appropriate Security Safeguards. Whimsical will implement and maintain appropriate technical, administrative, physical and organizational measures (in accordance with Appendix 1) to adequately safeguard and protect the security and confidentiality of Personal Information against, without limitation, accidental, unauthorized or unlawful destruction, alteration, modification, processing, disclosure, loss, or access. Whimsical will not materially decrease the overall security of the Services (or any part thereof) during the term of the Agreement.

5.2. Security Incident & Data Breach Notification. If Whimsical becomes aware of any actual or reasonably suspected unauthorized (whether accidental or intentional) or unlawful access to, or acquisition, alteration,

use, disclosure, or destruction of, Customer Data, whether accidental or intentional (“**Security Incident**”), Whimsical will notify Customer without undue delay, but in any event within 48 hours. Such notifications will be made by email to the email address on file for Customer. Whimsical will also consult and cooperate with investigations and with preparing potentially required notices and provide any information reasonably requested by Customer in relation to the Security Incident. Whimsical will maintain appropriate security incident response and management plans.

6. Audits

- 6.1. Following any notice from Whimsical to Customer of an actual or reasonably suspected Security Incident, Customer will have the right to conduct, at its own expense, an audit of Whimsical’s systems, policies and procedures relevant to the security and integrity of Customer Data where possible with reasonable prior written notice, under reasonable time, place and manner conditions, pursuant to appropriate confidentiality restrictions,.
- 6.2. Additionally, upon Customer’s reasonable belief that Whimsical is not in compliance with its security policies and procedures under this Addendum or the Agreement regarding Customer Data, or if such audit is required by Customer’s supervisory authorities or internal security risk assessment processes, Customer may conduct, either itself or through a third party independent contractor selected by Customer at Customer’s expense, an on-site or off-site audit and review of Whimsical’s architecture, systems, infrastructure and procedures used in connection with the Services. Such audit and review may be conducted up to one time per year, with at least one week’s advance notice unless more frequent audits, with or without notice, are required by law or by any supervisory authority with authority to request same from Customer.
- 6.3. Upon Whimsical’s request, after conducting an audit, Customer must notify Whimsical of the manner in which Whimsical does not comply with any of the security, confidentiality or privacy obligations herein, if applicable. Upon such notice, Whimsical will use commercially reasonable efforts to make any necessary changes to ensure compliance with its obligations. Where Customer’s request for changes is made on foot of an audit by a third party regulator or supervisory authority and Whimsical does not satisfy Customer that it has made the requested changes within 20 business days (or such shorter timeframe as may be imposed by a supervisory authority), Customer may terminate the Agreement immediately without penalty.
- 6.4. Where possible audits described in Section 6.2 of this Addendum will be conducted during reasonable times and will be of reasonable duration and will not unreasonably interfere with Whimsical’s day-to-day operations. If Customer conducts an audit through a third-party independent contractor, such independent contractor will be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Agreement to protect Whimsical’s proprietary information.
- 6.5. On an annual basis, Whimsical will provide a copy of Whimsical’s then most recent third party audits or certifications (if any), or any summaries thereof, that Whimsical generally makes available to its customers at the time of such request.

7. Cross-Border Transfer Mechanisms for International Data Transfers

- 7.1. To the extent that Customer’s use of the Services requires a transfer of personal data outside the EEA or the United Kingdom (the “**UK**”), Whimsical will take such measures as are necessary to ensure the transfer is in compliance with applicable Data Protection Legislation.
 - 7.2. Whimsical will only transfer Personal Information from the EEA or the UK to countries outside the EEA or the UK (a) that are recognized by the European Commission as providing an adequate level of protection for Personal Information; (b) that are covered by a suitable framework recognized by the European Commission as providing an adequate level of protection for Personal Information; or (iii) through the use of other legally recognized validation methods such as Standard Contractual Clauses or Binding Corporate Rules.
 - 7.3. Whimsical currently transfers personal data from the EEA or the UK to countries outside the EEA as follows:
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Whimsical has adopted and hereby incorporates by reference the (a) the Standard Contractual Clauses for data controller to data processor transfers approved by the European Commission in decision 2010/593/EU, which are attached to this Addendum as Appendices 1 and 2 of the Standard Contractual Clauses (the “**Processor SCCs**”); and (b) the Standard Contractual Clauses for data controller to data controller transfers approved by the European Commission in decision 2004/915/EC, which are attached to this Addendum as Annex B of the Standard Contractual Clauses (the “**Controller SCCs**”). The parties further agree that the Standard Contractual Clauses will apply to personal data that is transferred via the Services from the EEA or the UK to outside the EEA or the UK, either directly or via onward transfer, to any country or recipient not recognized by the European Commission as providing an adequate level of protection for personal data. Any personal data included in Registration Data and/or Usage Data is transferred pursuant to the Controller SCCs and personal data included in Customer Data is transferred pursuant to the Processor SCCs.

8. Privacy Shield Principles

- 8.1. Whimsical is certified under the EU-US Privacy Shield Framework Agreement (“**Privacy Shield**”) and hereby agrees to remain subject to the Privacy Shield and/or any successor thereto. Whimsical provides at least the same levels of privacy protection as are mandated and required under the Privacy Shield and Processes the Personal Information in a manner consistent with Customer’s obligations under the Privacy Shield Principles. Whimsical acknowledges that the Court of Justice of the European Union struck down the Privacy Shield as a valid mechanism to comply with EU data protection requirements when transferring Personal Information from the EU to the USA. Whimsical will continue to monitor guidance from the EU supervisory authorities regarding the Privacy Shield.
- 8.2. Whimsical must notify Customer immediately if it ever determines that it can no longer provide this level of protection and, upon notice, take reasonable and appropriate steps to stop and remediate unauthorized processing. Customer may, at no cost, terminate the Agreement with Whimsical with immediate effect if Whimsical cannot remediate unauthorized processing.

9. Supplementary Clauses for Personal Information Originating in the EEA or the UK

- 9.1. The provisions set forth in this Section 9 apply to Personal Data (as defined in GDPR) originating from or residing in the EEA or the UK (together, the “**Supplementary Clauses**”):
 - 9.1.1. Encryption to defeat surveillance under Executive Order 12333: Data exporter and data importer shall encrypt all transfers of the personal data between them, and data importer shall encrypt any onward transfers it makes of such personal data, to prevent the acquisition of such data by third parties, such as governmental authorities who may gain physical access to the transmission mechanisms (e.g., wires and cables) while the data is in transmission.
 - 9.1.2. Non-receipt of directives under FISA Section 702: Data importer represents and warrants that, as of the date of this contract, it has not received any national security orders of the type described in Paragraphs 150-202 of the judgment in the EU Court of Justice Case [C-311/18](#), *Data Protection Commissioner v Facebook Ireland Limited and Maximilian Schrems* (“**Schrems II**”).
 - 9.1.3. Simple FISA Section 702 ineligibility: Data importer represents that it is not eligible to be required to provide information, facilities, or assistance under Section 702 of the Foreign Intelligence Surveillance Act (“**FISA**”).
 - 9.1.4. Detailed FISA Section 702 ineligibility: Data importer represents:
 - 9.1.4.1. That it is not an “electronic communication service provider” within the meaning of 50 U.S.C § 1881(b)(4) and is therefore ineligible to receive process issued under FISA Section 702.
 - 9.1.4.2. That no court has found data importer to be the type of entity eligible to receive process issued under FISA Section 702: (i) an “electronic communication service provider” within the

meaning of 50 U.S.C § 1881(b)(4) or (ii) a member of any of the categories of entities described within that definition.

- 9.1.5. Bulk surveillance non-cooperation: Data importer shall never comply with any request under FISA for bulk surveillance, i.e., a surveillance demand whereby a targeted account identifier is not identified via a specific “targeted selector” (an identifier that is unique to the targeted endpoint of communications subject to the surveillance).
- 9.1.6. Court-review safeguard: Data importer shall use all available legal mechanisms to challenge any demands for data access through national security process it receives as well as any non-disclosure provisions attached thereto.
- 9.1.7. EU 12333 non-cooperation: Data importer shall take no action pursuant to U.S. Executive Order 12333.
- 9.1.8. Safeguards for service provider relationships: Importer shall share the personal data with a subprocessor or instead “a service provider” if the importer is a controller only if the subprocessor meets one of the following conditions:
- 9.1.8.1. It processes the personal data only in the European Economic Area or another jurisdiction whose laws have been recognized by the European Commission as providing adequate protection for the personal data;
 - 9.1.8.2. It receives the personal data only in situations where technical safeguards (such as appropriate end-to-end encryption) eliminate the ability of the subprocessor to understand the substance of the personal data;
 - 9.1.8.3. It has agreed to safeguards at least as protective as those set forth in these Supplementary Clauses;
 - 9.1.8.4. The transfer to the subprocessor meets another condition specified in guidance from the European Data Protection Board or the exporter’s supervisory authority for permissible transfers of personal data to parties located in a jurisdiction whose laws have not been recognized by the European Commission as providing adequate protection.
- 9.1.9. Other technical safeguards: For the services offered pursuant to the Agreement, importer shall provide additional technical safeguards for the personal data processed by such service by in accordance with the security protocols set forth at <https://whimsical.com/security> and Schedule 1 hereto.
- 9.1.10. Notice of non-compliance: Data importer shall promptly notify the data exporter if the data importer can no longer comply with the Standard Contractual Clauses or these Supplementary Clauses, without being required to identify the specific provision with which it can no longer comply.

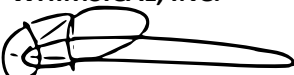
10. General Provisions

10.1 Governing Law and Dispute Resolution. Notwithstanding any governing law provisions of the Agreement, this Addendum shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts except in the case of any alleged breach of current or future privacy laws, regulations, standards, regulatory guidance, and self-regulatory guidelines at state or federal level in the United States of America, in which case the laws of the State of Delaware shall govern unless otherwise dictated by that law. Notwithstanding any provision in the Agreement, if any dispute arises in connection with laws and regulations of the European Union, the European Economic Area and their member states (including but not limited to the Irish Data Protection Acts 1988 to 2018, the GDPR, the European Communities (Electronic Communications Networks And Services) (Privacy And Electronic Communications) Regulations 2011, the UK Data Protection Act 2018 and the ePrivacy Directive 2002/58/EC and all other applicable data protection under this Addendum (as may be amended), the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model

Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. The commencement of mediation will not prevent the parties commencing or continuing court proceedings/interlocutory action(s). No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Addendum until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The mediation will take place in Dublin, Ireland and the language of the mediation will be English. If the dispute is not settled by mediation within 20 working days of commencement of the mediation, Customer may refer the dispute to be finally resolved by court proceedings.

- 10.2 Independent Processing. Whimsical remains exclusively liable for its own compliance with Data Protection Legislation with respect to any independent collection and processing of Personal Information unrelated to the Services. Whimsical will provide its own clear and conspicuous privacy notices that accurately describe how it does this and Customer will not be liable for any treatment of Personal Information by Whimsical in those circumstances. Whimsical hereby indemnifies Customer in full for any and all claims or liability arising as a result of such collection and use of Personal Information by it in those circumstances.
- 10.3 Counterparts. This Addendum may be signed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Addendum may also be executed and delivered by facsimile or email and such execution and delivery will have the same force and effect of an original document with original signatures.
- 10.4 Precedence. This Addendum will prevail over the Agreement in relation to the processing of Personal Information to the extent any conflict or inconsistency exists between those two documents.
- 10.5 Updates. Whimsical may update the terms of this Addendum from time to time; *provided, however*, Whimsical will provide written notice to Customer when an update is required as a result of (a) changes in Data Protection Legislation; (b) a merger, acquisition, or other similar transaction; or (c) the release of new products or services or material changes to any of the existing Services.

Acknowledged and Agreed:

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|---|---|
| <p>CUSTOMER: _____</p> <p>Signed: _____</p> <p>Print name: _____</p> <p>Title: _____</p> <p>Date signed: _____</p> | <p>WHIMSICAL, INC.</p> <p>Signed:  _____</p> <p>Print name: Kaspars Dancis</p> <p>Title: CEO</p> <p>Date signed: Dec 15, 2020</p> |
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APPENDIX 1 – SECURITY MEASURES

(This Appendix forms part of the Addendum)

This Appendix 1 provides a description of the technical and organisational security measures implemented by Whimsical. Whimsical will maintain appropriate administrative, physical, and technical safeguards (“Security Safeguards”) for protection of the security, confidentiality and integrity of Personal Information provided by Customer in connection with the Standard Contractual Clauses. Whimsical’s Security Safeguards are described at <https://whimsical.com/security> and will be updated from time to time as required.

APPENDIX 2 – STANDARD CONTRACTUAL CLAUSES SUB-PROCESSOR JOINDER
(This Appendix forms part of the Addendum)
(PROCESSOR TO SUB-PROCESSOR)

This Appendix must be completed and signed by the party identified below (“Sub-processor”).

By signing this Appendix, the Sub-processor agrees that it will comply with the abovementioned SCCs as a Sub-processor and be subject to all applicable obligations imposed on the data importer (as defined under the SCCs) under the SCCs.

The processing activities engaged in by the Sub-processor for the data importer may be a subset of the activities described in Agreement.

Sub-processor

The Sub-processor is (please specify briefly your activities relevant to the transfer):

Whimsical, Inc.

The Sub-processor provides services that support the processing activities of the data importer, pursuant to the Agreement (defined above).

Processing operations

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

Providing the Services, marketing the Services, and communicating about the Services

The objective of processing of Personal Information by the Sub-processor is the performance of the services pursuant to the applicable agreement between the data importer and Sub-processor (“Subprocessor Agreement”).

Description of the technical and organisational security measures implemented by the Sub-processor:

As a Sub-processor you will commit to, at a minimum, the security measures set out in Appendix 1 to the Agreement.

On behalf of the Sub-processor:

Sub-processor name: Whimsical, Inc. (affix stamp of organisation below, if any)

Signature: 

Printed name: Kaspars Dancis

Printed title: CEO

Signing date: Dec 15, 2020

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

APPENDICES 1 AND 2 – PROCESSOR STANDARD CONTRACTUAL CLAUSES

(The appendices form part of the Addendum)
(CONTROLLER TO PROCESSOR)

Appendix 1 to the Standard Contractual Clauses

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

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

Data exporter

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

Data exporter is the Customer who has purchased Services from data importer.

Data importer

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

Data importer is Whimsical, Inc. is a provider of visual workspaces, which process personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects

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

The categories of data subjects are Whimsical's customers and Whimsical's customers' employees.

Categories of data

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

Data exporter may submit personal data to the Whimsical Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include those categories listed in the Agreement.

Special categories of data (if appropriate)

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

Data exporter may submit special categories of data to the Whimsical Service, the extent of which is determined and controlled by the data exporter in its sole discretion.

Processing operations

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

The objective of processing of personal data is the performance of the Whimsical Service pursuant to the Agreement.

DATA EXPORTER

Name: _____

Authorised Signature: _____

DATA IMPORTER

Name: Kaspars Dancis

Authorised Signature:  _____

Appendix 2 to the Standard Contractual Clauses

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

Description of the technical and organisational security measures implemented by the data importer in accordance with ~~Clauses 4(d) and 5(c) (or document/legislation attached)~~: The EU General Data Protection Regulation.

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal data uploaded to the Whimsical Service, as described in Appendix 1 to the Agreement and as set forth on Whimsical’s Security page at <https://whimsical.com/security>. Data importer will not materially decrease the overall security of the Whimsical Service during a subscription term without notifying Data exporter thereof.

DATA EXPORTER

Name: _____

Authorised Signature: _____

DATA IMPORTER

Name: Kaspars Dancis

Authorised Signature:  _____

ANNEX B – CONTROLLER STANDARD CONTRACTUAL CLAUSES
ANNEX B – DESCRIPTION OF THE TRANSFER
(This Annex B forms part of the Addendum)
(CONTROLLER TO CONTROLLER)

DESCRIPTION OF THE TRANSFER

Data Subjects

The personal data transferred concern the following categories of data subjects:

- Customers (Registration Data and Usage Data only)
- Prospective Customers (Usage Data only)

Purposes of the transfer(s)

The transfer is made for the following purposes:

The objective of processing of personal data is to provide, improve, and market the Service as described in the Agreement.

Categories of data

The personal data transferred concern the following categories of data:

Registration Data and Usage Data only

Recipients

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

- Sub-Processors to help provide the Service
- Employees, subsidiaries, affiliates of Whimsical, Inc.
- Other recipients as required by law or in the event of a merger, acquisition or divestiture

Sensitive Data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

None

Data protection registration information of data exporter (where applicable)

None

Additional useful information (storage limits and other relevant information)

N/A

Contact points for data protection enquiries

Data importer: Signatory to the Agreement between the parties

Data exporter: Signatory to the Agreement between the parties