

Data Processing Addendum

This Data Processing Addendum ("DPA") forms part of the MSA entered into between the parties identified on the Order as "Supplier" and "Customer". Capitalized terms used herein shall have the meaning ascribed in the MSA, unless otherwise defined in this DPA.

1. Definitions

- a. **"Agreement"** means the master subscription or services agreement entered into between the parties.
- b. **"Applicable Privacy Laws"** means all applicable laws relating to data privacy including the GDPR, the EU Privacy and Electronic Communications Directive 2002/58/EC, the UK Data Protection Act 2018 and the CCPA, each as implemented in each jurisdiction, and any amending or replacement legislation from time to time.
- c. **"CCPA"** means the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100 et. seq., and its implementing regulations.
- d. **"Supplier Data"** means any data in Supplier's databases that Supplier uses in providing Services, excluding Customer Data. This definition of Supplier Data is intended to include similarly defined terms in the Agreement such as "Company Data", "Cision Data", or "Brandwatch Data".
- e. **"Supplier Personal Data"** means any personal data included in Supplier Data.
- f. **"Customer Data"** means data that Customer makes available to Supplier for the purpose of Supplier processing that data on Customer's behalf.
- g. **"Customer Personal Data"** means any Personal Data included in Customer Data.
- h. **"EEA"** means the European Economic Area.
- i. **"GDPR"** means General Data Protection Regulation ((EU) 2016/679).
- j. **"Order"** means an ordering document that sets out the products or services that Supplier is to provide to Customer.
- k. **"Restricted Transfer"** means a transfer of personal data from the EEA, UK or any other country where such transfer would, in the absence of SCCs, be prohibited by Applicable Privacy Laws.
- l. **"Security Controls"** means the technical and organisational measures as specified in the Agreement or if not so specified then the measures described at <https://gdpr.cision.com/technicalorgmeasures>.
- m. **"SCCs"** means the Standard Contractual Clauses forming part of this DPA pursuant to the European Commission Implementing Decision (EU) 2021/914 of 04 June 2021 for the transfer of personal data to controllers and/or processors established in third countries under Directive 95/46/EC, and such updated or replacement clauses as the European Commission may approve from time to time or the most recent version of any contractual clauses governing international personal data transfers issued by any country for any relevant transfers under the Agreement.
- n. **"Sub-Processor"** means a third party that Supplier engages to Process any Personal Data that Supplier Processes under this DPA, as a processor on Supplier's behalf.
- o. The terms **"Controller"**, **"Processor"**, **"Personal Data"**, **"processing"**, **"special categories of data"** and **"data subject"** have the meanings given to them in the GDPR or UK Data Protection Act 2018.

- p. For clarity, this DPA covers any processing that takes place pursuant to the CCPA. Therefore, the following references in the CCPA have the following meanings in this DPA:
- i. **“Business”** means **“Controller”**
 - ii. **“Service Provider”** means **“Processor”**
 - iii. **“Third Party”** means **“Sub-Processor”**
 - iv. **“Personal Information”** means **“Personal Data”**
 - v. **“Consumer”** means **“Data Subject”**

2. **General**

- a. **Controller Data:** Supplier and Customer are independent controllers of Supplier Personal Data and each process this data as a controller. Where Customer receives, or is provided access to, Supplier Personal Data from or by Supplier, Section 3 applies.
- b. **Processor Data:** Customer is the controller and Supplier is the processor of Customer Personal Data. Where Supplier processes Customer Personal Data on behalf of Customer, Section 4 applies.
- c. Each party will comply with Applicable Privacy Laws when processing personal data under the Agreement.
- d. If there is a conflict between this DPA and the Agreement, this DPA prevails.
- e. Both parties will implement and maintain appropriate technical and organisational measures to ensure the security of Personal Data including to protect against unauthorised or unlawful loss, destruction, alteration, unauthorised disclosure or access to Personal Data.
- f. Both parties will take reasonable steps to ensure that the personnel that it authorises to Process Personal Data have committed themselves to appropriate obligations of confidentiality and that access to Personal Data is limited to those individuals who need to have access for the purposes of the Agreement.
- g. **Amendments:** Supplier may, at any time on not less than 30 days' notice, revise this Addendum so as to incorporate any mandatory SCCs or other terms that are required by any competent data protection authority in the EU or the UK. The parties agree to adopt any necessary replacement or supplemental SCCs as the EC and/or the UK ICO or other countries may adopt from time to time. If Customer does not execute such clauses on request by Supplier, Supplier will be entitled to give not less than 30 days' prior written notice to terminate the Agreement.

3. **Supplier Data (Controller to Controller relationship)**

- a. **Processing for purposes of the Agreement:** Each party will process Supplier Personal Data for the purposes of exercising their rights and obligations under the Agreement. Details of the categories of Supplier Personal Data, the purpose of processing by Supplier and the duration of the processing are set out in Annex 1, Part 1
- b. **International Data Transfers:**
 - i. If there is a Restricted Transfer from the EEA the Customer will be bound by the Controller to Controller SCCs, which are incorporated into this Addendum and will come into effect upon the commencement of the relevant Restricted Transfer.
 - ii. If there is a Restricted Transfer from the UK, the parties agree to enter into any applicable UK SCCs when the UK Information Commissioner's Office (“ICO”) approves

such clauses. Pending ICO approval, the parties agree to be bound by the Controller to Controller SCCs in accordance with Clause 3.b.i.

- iii. If there is a Restricted Transfer from any other country, parties will be bound by the Controller to Controller SCCs, which are incorporated into this Addendum and will come into effect upon the commencement of the relevant Restricted Transfer.
- iv. For the purposes of the SCCs, the Personal Data transferred will be as required by the Agreement and are as set out in Annex 2, Part 1 to this DPA.
- c. **Data breach:** each party will notify the other without undue delay on becoming aware of a Personal Data breach involving Supplier Personal Data or upon receipt of a request or complaint from a Data Subject involving Supplier Personal Data.

4. Customer Data: Controller to Processor relationship

- a. **Written instructions:** Supplier will process Customer Personal Data only on Customer's written instructions, as set out in this DPA. Where Applicable Privacy Laws state otherwise, Supplier will inform Customer of the legal requirement before Processing, unless that law prohibits this information on important grounds of public interest. Details of the categories of Customer Personal Data, the purpose of processing by Supplier and the duration of the processing are set out in Annex 1, Part II.
- b. **Lawful use and instruction:** Customer will ensure that its use of the Services and its instructions regarding the Processing of any Personal Data pursuant to this DPA will comply with all Applicable Privacy Laws, and that Supplier's Processing in accordance with the Customer's instructions will not cause Supplier to be in breach of any Applicable Privacy Laws. Supplier will inform the Customer if, in Supplier's opinion, the Customer's instructions infringe Applicable Laws.
- c. **Special Categories of data:** Customer will notify Supplier if any special categories of data are included within Customer Personal Data. Supplier may refuse to process such data or impose any restrictions as are necessary, at the Customer's expense, to enable Supplier to comply with its legal and contractual obligations.
- d. **International Data Transfers:**
 - i. If there is a transfer from Customer (as controller) in the EEA to Supplier (as processor) in any third country, the parties agree to be bound by the Controller to Processor SCCs, which are incorporated into this DPA and come into effect should a Restricted Transfer occur.
 - ii. If there is a Restricted Transfer from the UK, the parties agree to enter into any applicable Standard UK SCCs when the UK ICO approves such clauses. Pending ICO approval, the parties agree to enter into the Controller to Processor SCCs in accordance with Clause 4.d.i.
 - iii. If there is a Restricted Transfer from any other country, parties will be bound by the Controller to Processor SCCs, which are incorporated into this Addendum and will come into effect upon the commencement of the relevant Restricted Transfer.
 - iv. For the purposes of the SCCs Personal Data transferred will be as required by the Agreement and are as set out in Annex 2, Part II to this DPA.

- v. Where Supplier appoints any Sub-Processor in accordance with Clause 4.g and such appointment involves a Restricted Transfer, Supplier may rely on SCCs to legitimise the transfer of Customer Personal Data.
- e. **Records of Compliance:** Supplier will maintain complete and accurate records and information to demonstrate its compliance with this Addendum.
- f. **Audit:** Supplier will support audits that Customer conducts (either itself or via an external auditor), at Customer's cost and expense. Any audit conducted pursuant to this DPA is subject to the following conditions:
 - i. Customer will provide at least 60 days advance written notice of any audit.
 - ii. any audit may only be conducted during Supplier's normal business hours.
 - iii. Customer will conduct the audit so as to cause minimal disruption to Supplier's normal business operations.
 - iv. any third-party auditor will enter into direct confidentiality obligations with Supplier which are reasonably acceptable to Supplier.
 - v. any audit will be limited only to Supplier's Processing activities as a Processor, and to such information that is reasonably necessary for Customer to assess Supplier's compliance with the terms of this DPA.
 - vi. as part of any audit, Customer (or its external auditor) will not have access to Supplier's Confidential Information.
 - vii. Customer will reimburse Supplier's reasonable and demonstrable costs and expenses associated with any audit.
 - viii. Customer agrees to accept a Supplier-supplied audit report in lieu of conducting its own audit:
 - 1. if the scope of the requested audit has been addressed in an audit carried out by a recognised independent third party auditor within twelve (12) months of the Customer's request and the Supplier provides written confirmation that there have been no material changes in the controls and systems to be audited or
 - 2. if it is intended that such an audit will be conducted within six months of the request and the Supplier provides the report of such to the Customer on completion.
- g. **Sub-processors:** Customer authorises Supplier to appoint Sub-Processors in connection with the provision of the Services. A list of Supplier's current Sub-Processors is available at <https://gdpr.cision.com/Sub-Processors>.
 - i. Supplier will inform the Customer of any intended changes concerning the addition to or replacement of any permitted Sub-Processor with a new Sub-Processor and give the Customer the opportunity to object to such changes. Any Sub-Processor Supplier engages will be subject to materially equivalent terms regarding data protection as are imposed on Supplier pursuant to this DPA.
 - ii. Where any Sub-Processor fails to fulfil its obligations regarding data protection, Supplier will remain liable for the performance of the Sub-Processor's obligations, subject to the exclusions and limitations of liability under the Agreement.
- h. **Data breach:** If there is a personal data breach in relation to Customer Personal Data:
 - i. Supplier will cooperate in good faith with the Customer to enable Customer to comply with its obligations under Applicable Privacy Laws.
 - ii. Supplier will notify Customer within 36 hours after becoming aware of a personal data breach (as defined in the Data Protection Legislation).

- iii. Supplier will assist the Customer in complying with any obligation to notify a supervisory authority of any data breach.
- i. **Data subject rights:** Taking into account the nature of the Processing and the information available, Supplier will provide reasonable and appropriate assistance to the Customer (subject to payment of Supplier's reasonable and demonstrable costs and expenses), where possible, in relation to the Customer's fulfilment of the Customer's obligations to respond to requests relating to the exercise of individuals' rights under the Data Protection Legislation where Supplier Processes such individuals' Personal Data pursuant to this DPA.
- j. **Termination:**
 - i. If Supplier is in breach of any of its obligations under this DPA, Customer may instruct Supplier to temporarily suspend the processing of Customer Personal Data pending the remedy of such breach and may instruct Supplier to terminate the processing of Customer Personal Data if such breach is not remedied.
 - ii. According to requirements as described in Supplier's Records Retention policy, or at the written direction of the Customer, Supplier will delete Customer Personal Data unless required by Applicable Privacy Laws to retain the Customer Personal Data.

5. **Miscellaneous**

- a. **Liability:** Each party's liability under this DPA is subject to the limitations and exclusions of liability set out in the Agreement.
- b. **Governing law:** The governing law of the Agreement applies to this DPA, except that the Controller to Processor SCCs and Controller to Controller SCCs are governed by the law of the country in which the relevant data exporter is established.

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Crimson Hexagon, Inc.


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Cision US Inc.

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CNW Group Limited

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Cision France SA

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**Cision
Germany GmbH**

Cision Group Limited

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**Prime Brazil Pes. De
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PR Newswire Ltda.

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**Unmetric Tech.
Private Ltd.**

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Falcon.io US, Inc.

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**Bulletin Intelligence
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**Bulletin Healthcare
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Bulletin Media LLC

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Prime Research LLC

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Cision Sverge AB

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Cision Finland OY

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**Prime Research
International GmbH
& Co. KG**

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**PRN
Business Consulting
(Shanghai) Co., Ltd.,
Beijing Branch**

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Name:

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Customer name:
Customer address:

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Annex 1 - Processing Information
Processing, Personal Data, and Data Subjects

Part 1: Supplier Personal Data (Supplier as Data Controller)

Nature and Purpose of processing	Customer may process Supplier Data as necessary to receive the Services and comply with its obligations under the Agreement.
Duration of the processing	Customer may process Supplier Data for the duration of the Agreement, unless otherwise agreed by the parties.
Types of personal data	Name, title, position, email address, business phone number, mobile phone number, employer, social media handles, Information that has been made public by data subjects themselves, such as identification data (e.g., name, username, social media handle, geographic location) and media (e.g., images, audio and videos).
Categories of data subject	Individual media contacts including journalists and other media 'influencers' and Individuals publishing information publicly on the Internet, including social media users, bloggers and web content writers. For French institutional Database: Contacts such as political and elected representatives, contacts within public administrations, personalities from the associative world, financial analysts, shareholders and advisors.

Part 2: Customer Personal Data (Supplier as Data Processor)

Nature and Purpose of processing	Supplier may process Customer Personal Data as necessary to perform the Services and comply with its obligations under the Agreement.
Duration of the processing	Supplier may process Customer Data for the duration of the Agreement, unless otherwise agreed by the parties.
Types of personal data	Name, title, position, employer, email address, business phone number, mobile phone number, social media handles, professional life data (which may include data related to historical employment history, data related to skills, awards, or interests, or other data relating to professional life), Personal life data, which may include data about interests, likes, dislikes, or other data relating to personal life), location data and media (e.g., images, audio and videos).
Categories of data subject	Customer's own prospects, clients, partners, or vendors; Individual media or government affiliated contacts (including personnel of public administrations and personalities from the associative world) provided by Customer; Employees or contact persons of the Customer.

Annex 2 - Transfer Information

Part 1 – Supplier Personal Data

The Data Exporter	Supplier or any other Supplier Affiliate which exports data under the Agreement
The Data Importer	Customer
Data Subjects	the data subjects are those individuals whose Personal Data is contained in the Supplier Personal Data that Customer Processes as part of receiving the Services.
Purposes of the Transfer	the purpose of the transfer is to permit the Customer to process the Supplier Personal Data in accordance with the Agreement.
Categories of Data	the categories of Personal Data are set out in Annex 1, Part II to this DPA
Recipients	the recipients of the Personal Data are as specified in the Agreement, which usually includes the Customer’s employees, contractors, consultants, and customers.
Special Categories of Data	the Special categories of Personal Data are set out in Annex 1, Part II to this DPA (note: Special Categories are not collected intentionally)
Applicable law	the law of the country in which the data exporter is established.
Technical Measures of the Company (Appendix 2)	technical and organisational measures as specified in the Agreement or if not so specified then the measures described at https://gdpr.cision.com/technicalorgmeasures .
Cision Contact Point for Data Protection Inquires	privacy@cision.com
Customer Contact Point for Data Protection Inquires	as specified in the Agreement.

Part 2 – Customer Personal Data

The Data Exporter	Customer
The Data Importer	Cision or any other Cision Affiliate which imports data under the Agreement
Data Subjects	the categories of data subjects are set out in Annex 1, Part I of this DPA. The Customer as the data exporter controls the type and extent of the Personal Data that Cision processes.
Purposes of the Transfer	to permit Cision to process the Customer Personal Data in accordance with the Agreement
Categories of Data	the categories of Personal Data are set out in Annex 1, Part I to this DPA). as the Customer acknowledges that as controller and exporter the Customer controls the type and extent of the Personal Data that may be transferred to Cision as a Processor.
Recipients	the recipients of the Personal Data are as specified in the Agreement, which usually includes Cision and any other Cision affiliates and any Cision sub-processors.

Special Categories of Data	the Data Exporter may submit special categories of Personal Data to Cision, the extent of which the data exporter controls and determines in its sole discretion. Any special categories of Personal Data are set out in Annex 1, Part I to this DPA.
Applicable law	the law of the country in which the data exporter is established.
Technical Measures of Cision	technical and organisational measures as specified in the Agreement or if not so specified then the measures described at https://gdpr.cision.com/technicalorgmeasures .
Cision Contact Point for Data Protection Inquires	privacy@cision.com
Customer Contact Point for Data Protection Inquires	as specified in the Agreement