



DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”), Annex 1, and Annex 2 (including Appendices 1 and 2) form part of the Terms and Conditions for Liquid Web Hosting Technology Services found at <https://www.liquidweb.com/about-us/policies/terms-conditions/>, Hosting Service Agreement, or other written agreement for web hosting or related services (in either case, the “Agreement”) between Liquid Web, LLC together with its subsidiaries and Affiliates (“Liquid Web”) and the customer of Liquid Web (“Customer”). All capitalized terms not defined herein shall have the meanings set forth in the Agreement. Liquid Web and Customer may be referred to herein as a “party” and together as the “parties.”

APPLICATION AND EXECUTION OF THIS DPA:

1. If the Customer signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement.
 2. If the Customer signing the DPA is not a party to the Agreement directly with Liquid Web, but is a customer indirectly through an authorized reseller of Liquid Web, this DPA does not apply.
 3. There are two parts to this DPA: 1) the main body of the DPA, 2) Annex 1, and 3) Annex 2 (including Appendices 1 and 2).
 4. This DPA along with has been pre-signed on behalf of Liquid Web. The Standard Contractual Clauses in Annex 2 including Appendices 1 and 2 have been pre-signed by Liquid Web as the data importer.
 5. To complete this DPA, Customer must:
 - a. Complete the information and sign Page 4.
 - b. Complete the information as data exporter and sign Pages 11, 12, 13.
 6. Send the completed and signed DPA to Liquid Web by email at dpa@liquidweb.com.
- Upon Liquid Web’s receipt of the validly completed DPA, this DPA will become legally binding.

DATA PROCESSING TERMS

In the course of providing Services under the Agreement, Liquid Web may process outside of the EEA and United Kingdom certain Personal Data on behalf of Customer or Customer’s Affiliates to which Customer or Customer’s Affiliates may be, as applicable, a data controller or data processor under applicable EU Data Protection Laws. Accordingly, Liquid Web and Customer agree to comply with this DPA in connection with such Personal Data.

1. DEFINITIONS

Unless otherwise defined in the Agreement, capitalized terms used in this DPA are defined as follows:

- 1.1. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. **“Controller”** means the entity which determines the purposes and means of the Processing of Personal Data.
- 1.3. **“Data Protection Laws”** means all laws and regulations of the European Union, the European Economic Area and their member states, and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.
- 1.4. **“Data Subject”** means the identified or identifiable person to whom Personal Data relates.

- 1.5. **“EEA”** means the European Economic Area.
- 1.6. **“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.7. **“Personal Data”** means any information that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws and is submitted as Customer Data under the Agreement.
- 1.8. **“Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. “Process, “Processes” and “Processed” shall have the same meaning.
- 1.9. **“Processor”** means the entity which Processes Personal Data on behalf of the Controller.
- 1.10. **“Sub-processor”** means any entity engaged by Liquid Web to Process Personal Data in connection with the Services.
- 1.11. **“Standard Contractual Clauses”** means the agreement executed by and between Liquid Web and Customer and attached hereto as Annex 1 pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.
- 1.12. **“Supervisory Authority”** means an independent public authority which is established by an EU member state pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

- 2.1. In respect of the parties' rights and obligations under this DPA regarding the Personal Data, the parties hereby acknowledge and agree that the Customer is the data controller or processor, and Liquid Web is the data processor or sub-processor, as applicable, and accordingly Liquid Web agrees that it shall process all Personal Data in accordance with its obligations pursuant to this DPA.
- 2.2. If Customer is a data processor, Customer warrants to Liquid Web that Customer’s instructions and actions with respect Processing Personal Data, including its appointment of Liquid Web as a sub-processor and the Standard Contractual Clauses have been authorized by the relevant controller.
- 2.3. In relation to the Personal Data, the parties will comply (and will take reasonable steps to ensure that any of its personnel comply, and use commercially reasonable efforts to ensure that its sub-processors comply), with Data Protection Laws. As between the parties, the Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which the Customer acquired Personal Data.
- 2.4. Liquid Web shall ensure that only authorized personnel have access to Personal Data and are under obligations of confidentiality.
- 2.5. Liquid Web shall only Process Personal Data on behalf of and in accordance with Customer’s instructions. Customer instructs Liquid Web to Process Personal Data for the following purposes: (i) in accordance with the Agreement and, if applicable, any order form; and (ii) in accordance with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.

- 2.6. The duration of the Processing will be the earlier of (i) the termination of the Agreement, or (ii) the date upon which Processing is no longer necessary for either party in performing its obligations under the Agreement.

3. RIGHTS OF DATA SUBJECTS

- 3.1. To the extent legally permitted, Liquid Web shall promptly notify Customer if it receives a request from a Data Subject to exercise the following Data Subject's rights: access, rectify, restriction of Processing, objection to the Processing, erasure of the Data Subject's Personal Data, or a data portability request (each a "Data Subject Request"). To the extent that the Customer does not have the ability to address a Data Subject Request, Liquid Web shall, upon Customer's request, provide commercially reasonable assistance to the Customer to facilitate such Data Subject Request to the extent able and in accordance with applicable Data Protection Laws. To the extent legally permitted, Customer shall cover all costs incurred by Liquid Web in connection with its provision of such assistance.

4. SUB-PROCESSORS

- 4.1. Customer acknowledges and agrees that Liquid Web may engage third party Sub-processors in connection with the provision of Services. Liquid Web will maintain a current list of sub-processors on the liquidweb.com website and will update the list with names of new and replacement sub-processors before they sub-process Personal Data. Customer may reasonably object to Liquid Web's use of any new or replacement sub-processor (e.g. if Sub-processor's Processing may violate Data Protection Laws) by notifying Liquid Web and explaining the grounds for such objection in writing within ten (10) days of the Liquid Web's notification and the parties will seek to resolve the matter in good faith. Liquid Web will use commercially reasonable efforts to make a change in the Services to avoid Processing of Personal Data by the Sub-processor for which Customer objects without burdening the Customer. If a change is not possible within thirty (30) days of such notification, then either party may terminate without penalty the applicable order solely with respect to the service(s) that cannot be provided by Liquid Web. The Customer will be deemed to have given consent for use of the sub-processor if an objection is not given in accordance with this Section.
- 4.2. Liquid Web shall enter into a written agreement with each Sub-processor that Processes Personal data containing terms with at least the same level of protection as those contained in this DPA and shall be liable to Customer for any breach by such Sub-processor to the same extent Liquid Web would be liable if performing the Services.

5. SECURITY

- 5.1. Liquid Web shall maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Personal Data as identified in Appendix 2. Liquid Web regularly monitors compliance with these measures.
- 5.2. Liquid Web has obtained third-party audits and certifications and, upon Customer's written request and subject to the confidentiality obligations set forth in the Agreement or separate confidentiality agreement, Liquid Web shall provide a copy of its then most recent third party audits or certifications demonstrating Liquid Web's compliance with the obligations of data processors under Data Protection Laws in relation to its Processing of Personal Data.

6. SECURITY BREACH MANAGEMENT AND NOTIFICATION

- 6.1. If Liquid Web becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed on Liquid Web's equipment or in Liquid Web's facilities (each a "Security Breach"), Liquid Web will promptly notify the Customer of the Security Breach and take commercially reasonable steps to mitigate the effects and to minimize the damage resulting from the Security Breach. Liquid Web's obligation to report or respond to a Security Breach shall not apply to incidents that are not caused by Liquid Web's Services and/or caused by Customer or its end users.

7. RETURN OR DELETION OF CUSTOMER DATA

7.1. Upon termination of the Services and upon Customer’s request, Liquid Web shall return all Customer Data and copies of such data to Customer, or securely destroy the Customer Data in accordance with Data Protection Laws and the terms of the Agreement.

8. EUROPEAN RELATED PROVISIONS

8.1. Upon Customer’s request and to the extent Customer does not have access to the relevant information, Liquid Web shall assist Customer in ensuring compliance with Customer’s obligations pursuant data protection impact assessments related to Customer’s use of the Services, including reasonable cooperation or prior consultation (at Customer’s expense) with the Supervisory Authority as required under GDPR.

8.2. Liquid Web self-certifies to and complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the U.S. Department of Commerce. To the extent any Processing of Personal Data by Liquid Web takes place in any country outside the EEA:

- (a) Liquid Web’s EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications apply; and
- (b) The Standard Contractual Clauses set forth in Annex 1 to this DPA apply, and Liquid Web will comply with the obligations of the “data importer” and the Customer will comply with the obligations of the “data exporter” in the Standard Contractual Clauses.


9. GENERAL

9.1. In the event of any conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall prevail with respect to the Processing of Personal Data.

9.2. Liquid Web’s liability under or in connection with this DPA (including under the Standard Contractual Clauses set out in Annex 1) is subject to the limitations on liability contained in the Agreement.

9.3. This DPA and any action related hereto shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to any conflicts of laws provisions. The parties consent to the personal jurisdiction of, and venue in, the courts of Eaton County, Michigan.

IN WITNESS WHEREOF, the parties’ authorized representatives have duly executed this DPA.

CUSTOMER: _____		LIQUID WEB, LLC	
By		By	
Name		Name	Terry Flood
Title		Title	Chief Financial Officer
Address		Address	2703 Ena Drive Lansing, MI 48917
Date		Date	May 17, 2018

ANNEX 1
DETAILS OF PERSONAL DATA AND PROCESSING ACTIVITIES

- (a) The personal data comprises: in relation to visitors of the Customer's online properties identification data, professional life data, personal life data, connection data, or localization data (including IP addresses). Customer, its online visitors and/or other partners may also upload content to Customer's online properties which may include personal data and special categories of data, the extent of which is determined and controlled by the Customer in its sole discretion. Such special categories of data include, but may not be limited to, information revealing racial or ethnic origins, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning an individual's health or sex life.
- (b) (b) The duration of the processing will be: until the earliest of (i) expiry/termination of the Main Agreement, or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Main Agreement (to the extent applicable);
- (c) The processing will comprise: Processing necessary to provide the Service to Customer, pursuant to the Main Agreement ;
- (d) The purpose(s) of the processing is/ are: necessary for the provision of the Service;
- (e) Personal data may concern the following data subjects:
- Prospective customers, customers, resellers, referrers, business partners, and vendors of the Customer (who are natural persons);
 - Employees or contact persons of the Customer's prospective customers, customers, resellers, referrers, sub-processors, business partners, and vendors (who are natural persons);
 - Employees, agents, advisors, and freelancers of the Customer (who are natural persons); and/or
 - Natural persons authorized by the Customer to use the Service.

ANNEX 2
STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, the parties agree to the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified herein.

Clause 1
Definitions

For the purposes of the Clauses:

- (a) "personal data", "special categories of data", "process/processing", "controller", "processor", "data subject" and "supervisory authority" shall have the same meaning as in EU Data Protection Laws 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) the "data exporter" means the entity who transfers the personal data;
- (c) the "data importer" means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of EU Data Protection Laws 95/46/EC;
- (d) the "sub-processor" means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) the "applicable data protection law" means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established; and
- (f) "technical and organisational security measures" means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4.1(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the Data Exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of EU Data Protection Laws 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing

services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the Data Importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

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

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

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Co-operation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

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

Clause 9

Governing law

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

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11


Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5.1(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

CUSTOMER (DATA EXPORTER): _____		LIQUID WEB, LLC (DATA IMPORTER)	
By		By	
Name		Name	Terry Flood
Title		Title	Chief Financial Officer
Address		Address	2703 Ena Drive Lansing, MI 48917
Date		Date	May 17, 2018

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix 1 forms part of the Clauses and must be completed and signed by the parties.

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

Data exporter

The data exporter is the entity identified as "Customer" in the DPA.

Data importer

The data importer is Liquid Web, LLC, a provider of web hosting services.

Data subjects

Data subjects include the data exporter, data exporter's customers, and data exporter's end-users.


Categories of data

The personal data relating to individuals in the Liquid Web hosting environment 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 (as applicable):

The processing of personal data is to provide web hosting services in the Liquid Web hosting environment pursuant to the terms of the Agreement between Liquid Web and Customer.


CUSTOMER (DATA EXPORTER):		LIQUID WEB, LLC (DATA IMPORTER)	
By		By	
Name		Name	Terry Flood
Title		Title	Chief Financial Officer
Address		Address	2703 Ena Drive Lansing, MI 48917
Date		Date	May 17, 2018

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

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

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

The technical and organizational security measures implemented by the data importer are described in its most recent SOC 3 Report, found at https://www.liquidweb.com/wp-content/uploads/2017/10/Liquid-Web_SOC-3_Final-2017.pdf.

CUSTOMER (DATA EXPORTER):		LIQUID WEB, LLC (DATA IMPORTER)	
By		By	
Name		Name	Terry Flood
Title		Title	Chief Financial Officer
Address		Address	2703 Ena Drive Lansing, MI 48917
Date		Date	May 17, 2018