

DATA PROTECTION ADDENDUM

The undersigned parties have entered into this Data Protection Addendum (“Addendum”) effective as of May 25, 2018, intending to be bound by the terms stated herein with respect to services provided to CLIENT by Legility, LLC (the “Supplier”), which may involve the processing by the Supplier of certain personal data of CLIENT pursuant to a services agreement, purchase order, statement of work and/or other document(s) entered into by the parties by which the Supplier is engaged to perform the services (collectively or individually, the “Agreement”).

1. For the purposes of this Addendum, the terms "controller", "data subjects", "personal data", "personal data breach", "processor" and "process" will have the meaning given to them by Regulation (EU) 2016/679 and any applicable local laws or regulations for the protection of personal data enacted to effect Regulation (EU) 2016/679 or in a country covered by such regulation (the "Data Protection Laws").
2. Each party undertakes to comply with all Data Protection Laws applicable to the processing of personal data under the Agreement and will not knowingly cause the other to breach Data Protection Laws. The parties acknowledge and agree that the description of the processing and any specific processing instructions with respect to personal data, in addition to those stated in Exhibit B, shall include any relevant descriptions or instructions set forth in the Agreement.
3. Under applicable Data Protection Law, CLIENT will be the “controller”, and the Supplier will be the “processor” regarding the personal data processed by the Supplier on CLIENT's behalf ("CLIENT Personal Data") under the Agreement.
4. The Supplier will only process CLIENT Personal Data in accordance with the Agreement by and between CLIENT and Supplier, and documented instructions received from CLIENT. CLIENT represents and warrants that it is and will at all times be duly authorized to give such instructions to Supplier. If the Supplier is legally required by European Union or European Member State law, or other applicable law, to process CLIENT Personal Data otherwise than as instructed by CLIENT, the Supplier will notify CLIENT before such processing occurs, unless the law requiring such processing prohibits the Supplier from notifying CLIENT on an important ground of public interest, in which case the Supplier will notify CLIENT as soon as that law permits the Supplier to do so.
5. The Supplier will implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risks that are presented by the processing and the nature of the CLIENT Personal Data to be protected. In case of a personal data breach which may affect CLIENT Personal Data, the Supplier will notify CLIENT promptly and without undue delay upon becoming aware of it.
6. The Supplier will ensure that personnel who have access to CLIENT Personal Data are (1) both informed of the confidential nature of the CLIENT Personal Data and obliged to keep such CLIENT Personal Data confidential; and (2) aware of the Supplier’s duties and obligations under the Agreement.
7. Each of Supplier and CLIENT will use commercially reasonable efforts to: (1) assist the other party with the fulfilment of such party's obligation to respond to requests for exercising the data subject's rights as set out in the Data Protection Law; (2) assist the other party in ensuring its compliance with the Data Protection Law; (3) make available all information necessary to demonstrate the other party’s compliance with Data Protection Law; and (4) where CLIENT is required to conduct an audit under applicable Data Protection Law, CLIENT and Supplier shall reasonably cooperate to provide CLIENT limited access to obtain only such information regarding the processing as not reasonably available through (i) the most

recent third party certification or review of Supplier's processing and technical and organizational measures or (ii) information previously provided to CLIENT, at the requesting party's cost.

8. The Supplier will, at CLIENT's choice, delete, return or disconnect access to any and all CLIENT Personal Data after termination of the Agreement unless otherwise provided by law.

9. Except with respect to the vendors listed in the attached Exhibit A, which are deemed to be approved by CLIENT, Supplier will not engage a subprocessor to undertake any material processing of personal data under the Agreement by and between CLIENT and Supplier, other than as previously disclosed to CLIENT, unless the new subprocessor is subject to a written agreement which imposes substantially equivalent obligations on that subprocessor as are imposed on the Supplier by CLIENT. Supplier will notify CLIENT of its intent to engage a material subprocessor and in the event CLIENT objects to such subprocessor, CLIENT and Supplier shall cooperate in good faith to make such adjustments as required to satisfy CLIENT's concerns. If five (5) days after notice from Supplier CLIENT has not approved subprocessor, CLIENT or Supplier shall have the right to terminate the applicable portion of the Agreement or the applicable purchase order or statement of work.

10. CLIENT hereby consents to the Supplier and its subprocessors processing other than in a jurisdiction which the European Commission has found to offer an adequate level of protection for personal data transferred to it from the EEA, only to the extent (i) the relevant "data exporter" and "data importer" execute the EU prescribed Standard Contractual Clauses provided under Commission Decision (2010/87/EU), attached as Exhibit C to this Addendum, or delivered under separate cover, with regard to the processing of CLIENT Personal Data or (ii) the relevant "data importer" maintains a valid registration under the US-EU Privacy Shield or other lawful mechanism approved by the EU commission or the applicable Supervisory Authority .

11. The terms and conditions stated in this Addendum, whether or not related to, or adopted independently of, an existing agreement between CLIENT and Suppliers, shall at all times be subject to the limitation of liability or similar terms of any Agreement covering the applicable processing.

12. This Addendum and the terms herein are governed by the laws of the State and county stipulated for such purposed in the Agreement.

The parties have executed this Addendum to be effective as of the date first stated above.

_____ ("CLIENT")	LEGILITY, LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____

EXHIBIT A

List of Pre-Approved Vendors for Services Rendered by LEGILITY, LLC

1. Sheridan Public Relations
2. Quickbase
3. Box
4. Catalyst Repository Systems
5. Everlaw
6. Oasis Discovery
7. The Oliver Group/RVM Enterprises
8. Courtroom Sciences Inc./CSI Global Deposition Services

EXHIBIT B

DETAILS OF PROCESSING OF PERSONAL DATA

Subject matter and duration of the processing of CLIENT Personal Data

The subject matter, nature, purpose and duration of the processing of the CLIENT Personal Data are set out in the Agreement (likely a Statement of Work) and as may be further stated below or elsewhere in this Addendum.

Data Subjects

The CLIENT Personal Data transferred to processor is determined and controlled by CLIENT in its sole discretion.

Categories of Data

The personal data transferred to or accessed by processor includes all relevant information required to deliver requested services under the Agreement, is determined and controlled by CLIENT in its sole discretion and may include:

- Personal details such as first and last name, email address, telephone number and physical address
- Employee contract start date
- Authentication credentials to use part of the services, such as username, IP address, PC name etc.
- Activities performed by controller personnel, its agents, contractors or affiliates as users of the performed services
- Any other category of data agreed upon between the Parties in an Agreement

Special Categories of data (if appropriate)

The CLIENT Personal Data may concern the following special categories of data:

- With regard to clients in the healthcare industry data governed by HIPPA
- With regard to clients in the financial sector and other regulated industries, data covered under specific privacy regulations
- With regard to employment and similar litigation matters data concerning race, national origin or gender

Processing operations

Personal data will be processed for the purpose of and to the extent necessary for the performance of the services requested from Supplier under the Agreement only and will be subject to the basic processing activities set out in the Agreement for the performance of services.

EXHIBIT C

STANDARD CONTRACTUAL CLAUSES

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

Name and address of the **data exporter** (CLIENT):

[REDACTED]

AND

Name and address of the **data importer**:

Legility, LLC, a Tennessee limited liability company having its principal offices located at 112 Westwood Place, Suite 350, Brentwood, TN 37027 (each a “party”; together “the parties”)

HAVE AGREED on 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 in Appendix 1.

Background

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

Clause 1 Definitions

For the purposes of the Clauses:

- a. *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; [If these Clauses are governed by a law which extends the protection of data protection laws to corporate persons, the words “except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of “personal data” is expanded to include those data” are added.]
- b. *'the data exporter'* means the controller who transfers the personal data. *'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 Directive 95/46/EC; [If these Clauses are not governed by the law of a Member State, the words “and who

is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC" are deleted.]

d. *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

e. *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

f. *'technical and 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(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 subprocessor 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 subprocessor 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;
- c. 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 Directive 95/46/EC;
- g. to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- h. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- i. that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- j. that it will ensure compliance with Clause 4(a) 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 subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- h. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- i. that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- j. to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6 Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7 Mediation and jurisdiction

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

Clause 8 Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
2. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9 Governing Law

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

Clause 10 Variation of the contract

The parties 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 Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

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

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

Clause 12 Obligation after the termination of personal data processing services

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

2. The data importer and the subprocessor 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.

On behalf of the data exporter:

[CLIENT]

Name: _____

Position: _____

Address: _____

Signature: _____

Date: _____

On behalf of the data importer:

Legility, LLC

Name: _____

Position: _____

Address: 112 Westwood Place, Suite 350, Brentwood, TN 37027

Signature: _____

Date: _____

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses.

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:

Data importer

The data importer is: **Legility, LLC**

Subject matter and duration of the processing of CLIENT Personal Data

The subject matter, nature, purpose and duration of the processing of the CLIENT Personal Data are set out in the Agreement (likely a Statement of Work) and as may be further stated below or elsewhere in this Addendum.

Data Subjects

The CLIENT Personal Data transferred to processor is determined and controlled by CLIENT in its sole discretion.

Categories of Data

The personal data transferred to or accessed by processor includes all relevant information required to deliver requested services under the Agreement, is determined and controlled by CLIENT in its sole discretion and may include:

- Personal details such as first and last name, email address, telephone number and physical address
- Employee contract start date
- Authentication credentials to use part of the services, such as username, IP address, PC name etc.
- Activities performed by controller personnel, its agents, contractors or affiliates as users of the performed services
- Any other category of data agreed upon between the Parties in an Agreement

Special Categories of data (if appropriate)

The CLIENT Personal Data may concern the following special categories of data:

- With regard to clients in the healthcare industry data governed by HIPPA
- With regard to clients in the financial sector and other regulated industries, data covered under specific privacy regulations
- With regard to employment and similar litigation matters data concerning race, national origin or gender

Processing operations

Personal data will be processed for the purpose of and to the extent necessary for the performance of the services requested from Supplier under the Agreement only and will be subject to the basic processing activities set out in the Agreement for the performance of services

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses.

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

Data importer has implemented appropriate technical and organizational security measures to ensure a level of security appropriate to the risks that are presented by the processing and the nature of the CLIENT Personal Data to be protected which shall be at least equivalent to those described in the Agreement.

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