



## DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") is made between Cognito, LLC., a South Carolina corporation ("Cognito Forms") and Berlin Sessions Residency ("Customer" or "Controller" or "Berlin Sessions") as an addendum to the [Cognito Forms Terms of Service](#) (the "Terms of Service") in compliance with the GDPR. This DPA is effective as of 5/24/2018 ("Effective Date"), which is the date Berlin Sessions indicated its acceptance of this DPA electronically. This DPA was electronically signed by Andrzej Raszyk, Project Manager on behalf of Berlin Sessions on the Effective Date.

Berlin Sessions is a Controller of Personal Data collected via their forms and/or managed by their Account. Cognito Forms is the Processor of this data on behalf of Berlin Sessions. Berlin Sessions will be responsible for Controller obligations in this DPA and/or ensure that the Controller they work with fulfills these obligations. Specifically, Berlin Sessions will ensure that:

- all applicable posted Privacy Policies permit use of Cognito Forms by Berlin Sessions,
- explicit authorization or consent has been obtained for use of Cognito Forms by Berlin Sessions to process this Personal Data, and
- no additional agreements have been established that would prohibit use of Cognito Forms by Berlin Sessions.

Where individual provisions of this DPA are invalid or unenforceable, the validity and enforceability of the other provisions of this DPA shall not be affected.

Upon the incorporation of this DPA into the Terms of Service, the parties indicated above are agreeing to the Standard Contractual Clauses (where and as applicable) and all appendixes attached thereto. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses in Exhibit 1, the Standard Contractual Clauses shall prevail.

Cognito Forms and Berlin Sessions hereby agree to the terms and conditions of this DPA in compliance with the GDPR.

## 1. Definitions

**“Account”** means the business arrangement between a Controller and Cognito Forms that authorizes the Controller to use Cognito Forms services in accordance with the Terms of Service. Each Account is represented as an “organization” in Cognito Forms, and this agreement applies to the organization Berlin Sessions.

**“Controller”** means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

**“Customer”** means the Controller who has entered into the Terms of Service with Cognito Forms.

**“Data Subject”** means the individual to whom Personal Data relates.

**“GDPR”** means the General Data Protection 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.

**“Personal Data”** means any information relating to an identified or identifiable individual where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Law.

**“Processing”** means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data.

**“Processor”** means a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Controller.

**“Services”** means the services and other activities to be supplied to or carried out by or on behalf of Processor for the Controller pursuant to the Terms of Service.

**“Standard Contractual Clauses”** means the clauses attached hereto as Exhibit 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.

**“Sub-processor”** means any person appointed by or on behalf of Processor to Process Personal Data on behalf of the Controller in connection with the Terms of Service.

“**Terms of Service**” means the agreement between Cognito Forms and its Customer as set forth at <https://www.cognitoforms.com/terms>.

## **2. Details of Data Processing**

### **2.1 Subject Matter**

The subject matter of the data processing under this DPA is the Customer data.

### **2.2 Duration**

As between Cognito Forms and Customer, the duration of the data processing under this DPA is until the termination of this addendum in accordance with its terms.

### **2.3 Nature and Purpose**

Customer data will be processed in accordance with our privacy policy (<https://www.cognitoforms.com/privacy>) for the purpose of providing the services set out in the Terms of Service (including this DPA) or as otherwise agreed by the parties.

### **2.4 Types of Personal Data**

Determined by Controllers to fulfill the purpose of their use of the Cognito Forms service.

### **2.5 Categories of Data Subjects**

Any individual accessing and/or legally using the Services authorized through the Customer's Account. Any individual who uses the Services to submit personal data to the Customer.

## **3. Obligations and Rights of Controller**

Within the scope of this DPA and the Terms of Service, Berlin Sessions is the Controller of Personal Data, and Cognito Forms shall process Personal Data only as a data Processor acting on Controller's behalf.

The Controller shall comply with its obligations as a Data Controller under GDPR in respect of its disclosure and transfer of Personal Data to the Processor, the processing of Customer Data, and any processing instructions it issues. Controller must provide notice and obtain all consents and rights necessary under GDPR for Processor to process Customer Data and provide the Services pursuant to the Terms of Service and this DPA.

Controller shall inform Processor comprehensively and without undue delay about any errors or irregularities related to statutory provisions on the Processing of Personal Data.

## **4. Obligations and Rights of Processor**

Processor shall process Personal Data only for the purposes described in this DPA and only in accordance with Controller's documented lawful instructions.

The parties agree that this DPA and the Terms of Service set out the Customer's complete and final instructions to Processor in relation to the processing of Personal Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Controller and Processor.

If the Processor believes that an instruction of the Controller infringes the GDPR, it shall immediately inform the Controller without delay. If Processor cannot process Personal Data in accordance with the instructions due to a legal requirement under any applicable European Union or Member State law, Processor will (i) promptly notify the Controller of that legal requirement before the relevant Processing to the extent permitted by the GDPR; and (ii) cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as the Controller issues new instructions with which Processor is able to comply. If this provision is invoked, Processor will not be liable to the Controller under the Terms of Service for any failure to perform the applicable services until the Controller issues new instructions regarding the Processing.

## **5. Security**

### **5.1 Security Measures**

Processor shall implement and maintain appropriate technical and organizational security measures to protect Personal Data from security incidents and to preserve the security and confidentiality of the Personal Data, in accordance with the security standards described in the Terms of Service and this DPA.

### **5.2 Updates to Security Measures**

Controller is responsible for reviewing the information made available by Processor relating to data security and making an independent determination as to whether the Services meet Controller's requirements and legal obligations under the GDPR. Controller acknowledges that the security measures are subject to technical progress and development and that Processor may update or modify the security measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Controller.

### **5.3 Controller Responsibilities**

Notwithstanding the above, Controller agrees that except as provided by this DPA, Controller is responsible for its secure use of the Services, including securing its Account authentication credentials, protecting the security of Personal Data when in transit to and from the Services, and taking any appropriate steps to [securely encrypt](#) or backup any Personal Data uploaded to the Services.

## **6. Confidentiality**

Processor shall ensure that any personnel authorized to process Customer Data on its behalf, including employees, affiliates and sub-processors, is subject to confidentiality obligations, whether contractual or statutory, with respect to that Customer Data.

## **7. Personal Data Breach**

In the event of a security breach that may affect Personal Data, Processor will notify Controller of the breach upon becoming aware of the breach without undue delay. Processor will provide a description of the nature of the breach and affected data. If the breach compromises Personal Data collected by Controller, the Controller is obligated to promptly notify all affected parties.

## **8. Data Subject Rights**

Processor will provide reasonable assistance, including by appropriate technical and organizational measures and taking into account the nature of the Processing, to enable Controller to respond to any request from Data Subjects seeking to exercise their rights under the GDPR with respect to Personal Data (including access, rectification, restriction, deletion or portability of Personal Data, as applicable), to the extent permitted by the law. If such request is made directly to Processor, Processor will promptly inform Controller and will advise Data Subjects to submit their request to the Controller. Controller shall be solely responsible for responding to any Data Subjects' requests. Controller shall reimburse Processor for the costs arising from this assistance.

## **9. Sub-processors**

### **9.1 Authorized Sub-processors**

Controller agrees that Processor may engage Sub-processors to process Personal Data on Controller's behalf. Sub-processors currently engaged by Cognito Forms and authorized by Berlin Sessions are identified in the Cognito Forms [Privacy Policy](#).

Processor shall enter into a written agreement with any Sub-processor imposing data protection terms that require the Sub-processor to protect the Personal Data to the standard required by the GDPR and remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Processor to breach any of its obligations under this DPA.

### **9.2 Changes to Sub-processors**

Processor shall maintain and make available in the Cognito Forms [Privacy Policy](#) an up-to-date list of the Sub-processors it has appointed, and will notify Controller (for which email shall suffice) if it adds or removes Sub-processors at least 10 days prior to any such changes. If the Controller objects to the changes in Sub-processors, the Controller' sole

remedy will be to terminate their Account, thus terminating this DPA and the Terms of Service agreement and ending further Processing of Personal Data on their behalf.

## **10. Data Transfers**

To the extent that Cognito Forms processes any Personal Data protected by the GDPR in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, the parties acknowledge that Cognito Forms shall be deemed to provide adequate protection (within the meaning of EU Data Protection Law) for any such Personal Data by virtue of having self-certified its compliance with Privacy Shield. Processor agrees to protect such Personal Data in accordance with the requirements of the Privacy Shield Principles.

## **11. Deletion or Retrieval of Personal Data**

Processor shall, at the choice of the Controller, delete or return all Personal Data to the Controller after the end of the provision of services relating to processing. Controller must inform and instruct Processor on return of data in advance of terminating the agreement, as well as bear any additional cost arising with the return or deletion of Personal Data.

If Controller terminates the Terms of Service, by deleting the organization Berlin Sessions, without prior written notification to Processor, Processor will permanently delete all Personal Data in its possession.

## **12. Audits**

Controller may, upon reasonable and timely advance agreement, during regular business hours and without interrupting Processor's business operations, conduct an on-site inspection of Processor's business operations to demonstrate Processor's compliance with this Addendum in relation to the Processing of the Company Personal Data, or have the same conducted by a qualified third party which shall not be a competitor of Processor.

Processor shall, upon Controller's written request and within a reasonable period of time, provide Controller with all information necessary for such audit, to the extent that such information is within Processor's control and Processor is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party and provided that Controller not exercise this right more than once per year.

Controller may also review the SOC 2 Report or another audit of Provider's systems by an independent third party ("Third Party Audit"), if such a report is available.

Processor shall immediately inform Controller if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions.



**Agreement Date:** 5/24/2018

**Berlin Sessions Residency**

**By:**

A handwritten signature in black ink that reads "A. Raszyk". The signature is written in a cursive, slightly slanted style.

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Andrzej Raszyk  
Project Manager

**Cognito, LLC**

**By:**

A handwritten signature in black ink that reads "Jamie Thomas". The signature is written in a large, flowing cursive script.

Jamie Thomas  
Co-founder



## **Exhibit 1 - 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 Controller, as defined in the Cognito Forms Terms of Service (the "data exporter")

And

Cognito Forms, 929 Gervais Street Suite D, Columbia, SC 29201 (the "data importer"),  
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.

### ***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;

(b) 'the data exporter' means the controller 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 Directive 95/46/EC;

(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***

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.

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.

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.

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 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**

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.

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.

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***

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.

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.

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***

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.

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.

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.

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***

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.

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.

## **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.

### **A. Data exporter**

The data exporter is the Customer, as defined in the Cognito Forms Terms of Service.

### **B. Data importer**

The data importer is Cognito, LLC, a South Carolina based limited liability corporation that provides web-based form building tools and services.

### **C. Data subjects**

Categories of data subjects set out in Section 2 of the Data Processing Agreement to which the Clauses are attached.

### **D. Categories of data**

Categories of personal data set out under Section 2 of the Data Processing Agreement to which the Clauses are attached.

### **E. Special categories of data (if appropriate)**

The parties do not anticipate the transfer of special categories of data.

### **F. Processing operations**

The processing activities set out under Section 2 of the Data Processing Agreement to which the Clauses are attached.



## **APPENDIX 2 - Security Measures**

The Security Measures applicable to the Services are described here:

<https://www.cognitoforms.com/features/security> (as updated from time to time in accordance with Section 5.2 of this DPA).