

## SCHEDULE C – DATA PROTECTION

This Schedule serves as Schedule C to the License Agreement signed by and between Sendsteps and Licensee. Schedule C forms an integral part of the License Agreement. Terms used in Schedule C have the same meanings ascribed to them in the License Agreement.

1. Each Party shall at all times comply with its respective obligations under the provisions of the applicable local Data Protection laws, European Data Protection Directive and European Directive on Privacy and Electronic Communications. References in this Schedule to "Data Processor", "Data Controller" and "Personal Data" shall have the meanings assigned to them in the European Data Protection Directive (95/46/EC) or any amendments thereto.
2. If Sendsteps or any of its subcontractors, as part of the fulfillment of its obligations under the Agreement, processes Personal Data, it will act as a Data Processor on behalf of Licensee acting as a Data Controller. Sendsteps shall - and shall procure that its subcontractors shall:
  - a) at all times take appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
  - b) not transfer any Personal Data outside the European Economic Area without the Licensee's prior written consent;
  - c) as soon as possible notify Licensee if it receives any complaint, notice or communication that relates directly or indirectly to the processing of Personal Data under the Agreement, provide co-operation and assistance in relation to any such complaint, notice or communication.
3. Sendsteps shall process Licensee's Personal Data solely for the benefit of Licensee, in accordance with Licensee's instructions and for the purposes determined by Licensee.
4. Where Licensee provides Personal Data to Sendsteps, these Personal Data remain the property of Licensee.
5. On Licensee's written request, Sendsteps shall provide to Licensee a copy of all such Personal Data held by it under the Agreement, in the format and on the media reasonably specified by Licensee, and shall promptly inform Licensee if any such Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.
6. Parties agree that on either Parties' request they shall complete all relevant details in, and enter into, the Standard Contractual Clauses as adopted by the European Commission.
7. At first request of Licensee, Sendsteps shall return Licensee's Personal Data, without retaining any copies thereof.