



# Standards Digital Data Processing Addendum

This Data Processing Addendum, including its Schedules (“DPA”) governs each Party’s rights and obligations, in order to ensure that all processing of personal data is conducted in compliance with applicable data protection legislation, including EU Regulation 2016/679 (“GDPR”) and its applicable national data protection legislation implementing the GDPR (“Data Protection Regulations”). The terms used herein shall have the meaning assigned to them in the GDPR and applicable national laws.

The terms, “Commission”, “Controller”, “Data Subject”, “Personal Data”, “Processing”, “Processor” shall have the same meaning as in DP Laws. “Data Controller” means “Controller”. “Data Processor” means “Processor”.

In accordance with the Data Protection Regulations, Standards Digital provides protection for Personal Data on behalf of Customer. For each subscription service, Standards Digital is a Data Processor and Customer is the Data Controller.

This DPA forms part of the Master Subscription Agreement (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data. By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Regulations, in the name and on behalf of its Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, Standards Digital may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

## 2. PROCESSING OF PERSONAL DATA

### 2.1 Roles of the Parties

The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller and Standards Digital is the Processor, and that Standards Digital will engage Sub-processors pursuant to the requirements set forth in Section 7 “Sub-processing” below.

### 2.2 Customer’s Processing of Personal Data

Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

### 2.3 Standards Digital’s Processing of Personal Data

Standards Digital shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer’s documented instructions for the following purposes:

- (i) Processing in accordance with the Agreement and applicable SOW and/or Order Form(s);
- (ii) Processing initiated by Customers in their use of the Services;

## **2.4 Transparency and cooperation with Customers**

Standards Digital undertakes to be transparent regarding its Personal Data processing activities and to provide Customers with reasonable cooperation within a reasonable period of time to help facilitate their respective data protection obligations regarding Personal Data.

## **2.5 Details of the Processing**

The subject-matter of Processing of Personal Data by Standards Digital is the performance of the Subscribed Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

## **3. RIGHTS OF DATA SUBJECTS**

Customers have primary responsibility for interacting with Data Subjects, and the role of Standards Digital is generally limited to assisting Customers as needed.

### **3.1 Data Subject Request**

With regards to the Service, Standards Digital acting as a Data Processor shall not respond to a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data, or for exercise of any other rights laid down in GDPR Chapter III, each such request being a "Data Subject Request".

Standards Digital shall make commercially reasonable efforts to direct such requests to the Customer, if the Customer can be reliably determined from the request.

In addition, Standards Digital shall provide Customers with cooperation and assistance in a reasonable period of time and to the extent reasonably possible for the fulfilment of the Customer's obligation to respond to Data Subject Requests to the extent the response to such requests is required under Data Protection Regulations. To the extent legally permitted, Customer shall reimburse Standards Digital for any time expended by Standards Digital at Standards Digital's then-current professional service rates.

## **4. HANDLING OF COMPLAINTS**

The Standards Digital Senior Leadership team shall be responsible for handling complaints related to compliance with this DPA and the Data Protection Regulations. Data Subjects may lodge a complaint about processing of their respective Personal Data by contacting the relevant Customer. Customers shall be responsible for responding to all Data Subject complaints except in cases where a Customer has disappeared factually or has ceased to exist in law or become insolvent. Where Standards Digital is aware of such a case, it undertakes to respond directly to Data Subjects' complaints within thirty (30) days, including the consequences of the complaint and further actions Data Subjects may take if they are unsatisfied by the reply (such as lodging a complaint before the relevant data protection authority).

## **5. REGULATORY INQUIRIES AND COMPLAINTS**

Standards Digital shall, to the extent legally permitted, promptly notify a Customer if Standards Digital receives an inquiry or complaint from a data protection authority in which that Customer is specifically named. Upon a Customer's written request, Standards Digital shall provide the Customer with cooperation and assistance in a reasonable period of time and to the extent reasonably possible in relation to any regulatory inquiry or complaint involving Standards Digital processing of Personal Data.

## 6. STANDARDS DIGITAL PERSONNEL

### 6.1 Confidentiality

Standards Digital shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Standards Digital shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

### 6.2 Reliability

Standards Digital shall take commercially reasonable steps to ensure the reliability of any Standards Digital personnel engaged in the Processing of Personal Data.

### 6.3 Limitation of Access

Standards Digital shall ensure that Standards Digital's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

### 6.4 Data Protection Officer

For data protection enquiries, please contact [legal@standardsdigital.com](mailto:legal@standardsdigital.com)

### 6.5 Data quality

Customers have access to, and control of, Personal Data in their use of the Subscribed Services. To the extent a Customer, in its use of the Subscribed Services, does not have the ability to anonymize, correct, amend or delete Personal Data, as required by applicable laws, Standards Digital shall comply with any request by a Customer in a reasonable period of time and to the extent reasonably possible to facilitate such actions by executing all reasonable measures necessary to comply with the applicable law, in a reasonable period of time and to the extent reasonably possible to the extent Standards Digital is legally permitted to do so. If any such anonymization, correction, amendment or deletion request is applicable to a third-party sub-processor's processing of Personal Data, Standards Digital shall communicate such request to the applicable third-party sub-processor(s).

## 7. SUB-PROCESSING

As set forth in the applicable Agreements with Customers, Standards Digital may retain third-party sub-processors, and depending on the location of the third-party sub-processor, processing of Personal Data by such third-party sub-processors may involve transfers of Personal Data. Such third-party sub-processors shall process Personal Data only:

- (i) in accordance with the Customer's instructions set forth in the Customer's contract with Standards Digital; or
- (ii) if processing is initiated by the Customer in its use of the Services.

Such third-party sub-processors have entered into written agreements with Standards Digital containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such third-party sub-processor's processing activities.

### 7.1 List of Current Sub-processors and Notification of New Sub-processors

In Schedule 2 of this DPA, Standards Digital shall make available to Customer the current list of Sub-processors for the Services identified in Schedule 3.

For each applicable Service, to which Customer is subscribed, Standards Digital shall provide notification of a new Sub-processor(s) no later than 30 days before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

### 7.2 Objection Right for New Sub-processors

If the Customer does not approve of a new Sub-processor(s), the Customer may terminate the Agreement with respect to the Service(s) affected by the non-approved Sub-processor by written notice to Standards Digital within 14 days after receipt of notification as described in clause 7.1. Such Customer shall receive a refund of any prepaid fees for the period following the effective date of termination for such terminated Services. If the Customer does not terminate the Service(s) within this period, the Customer is considered to have approved the new Sub-processor(s).

### 7.3 Transfer of personal data to third countries

If Standards Digital uses Sub-processors outside the EU/EEA or the UK area for Processing of Personal Data, such Processing must be (as applicable based on the laws governing the Personal Data being processed) be in accordance with either the EU Standard Contractual Clauses for transfer to third countries, the UK Addendum for transfers to third country, or another specifically stated lawful basis for the transfer of personal data to a third country. For the avoidance of doubt, the same applies if the data is stored in the EU/EEA or UK but may be accessed from locations outside the EU/EEA. **EU Standard Contractual Clauses** means standard contractual clauses adopted by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council available on the date of this Agreement at [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en); **UK Addendum** means the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the ICO under section 119A(1) Data Protection Act 2018, available on the date of this Agreement at <https://ico.org.uk/media/for-organisations/documents/4019535/addendum-international-data-transfer.docx>, and as may be amended or replaced by the Information Commissioner's Office or/and Secretary of State from time to time;

### 7.4 Liability

Standards Digital shall be liable for the acts and omissions of its Sub-processors to the same extent Standards Digital would be liable if performing the Services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

## 8 AUDITS

Standards Digital shall help ensure Customer's compliance with the Data Protection Regulations through the provision of information and the audit rights set out in the Agreement with the Customer.

### 8.1 Customer Audits

Upon a Customer's written request, and subject to appropriate confidentiality obligations, Standards Digital shall make available to the Customer as soon as practicable relevant all information necessary to demonstrate Standards Digital and third-party sub-processors' compliance with the obligations set out in this DPA. Standards Digital shall allow inspections conducted by the Customer or another auditor mandated by the Customer. Before any such on-site audit commences, the requesting Customer and Standards Digital shall mutually agree upon the scope, timing, and duration of the audit. A Customer who performs an audit in accordance with this Section must promptly provide Standards Digital with information regarding any noncompliance discovered during the course of an audit.

## 9. SECURITY

### 9.1 Controls for the Protection of Customer Data.

Standards Digital shall take all measures required pursuant to GDPR article 32, including to maintain appropriate technical and organizational measures to ensure an appropriate level of security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data. Standards Digital will not materially decrease the overall security of the Services during a subscription term.

### 9.2 Customer Data Incident Management and Notification

Standards Digital shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Standards Digital or its Sub-processors of which Standards Digital becomes aware (a "Customer Data Incident"). Standards Digital shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Standards Digital deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Standards Digital's reasonable control.

If Data Protection Regulations require the Customer Data Incident to be notified to the supervisory authorities and/or the data subjects, Standards Digital shall assist the Customer in ensuring compliance with its notification obligations.

### 9.3 Other Security Assistance

If Data Protection Regulations require a data protection impact assessment and/or prior consultations with the supervisory authorities, Standards Digital shall, taking into account the nature of processing and information available, assist the Customer in ensuring compliance with its obligations to carry out such assessment and consultations.

## 10. RETURN AND DELETION OF CUSTOMER DATA

This Data Processing Addendum shall be effective from the date the Agreement is signed and until the Agreement expires or until the Standards Digital's obligations in relation to the delivery of Services in accordance with the Agreement is otherwise terminated, except for those provisions in the Agreement and Data Processing Addendum that shall continue to apply after termination.

Upon termination of this Data Processing Addendum, Standards Digital shall return Customer Data to Customer and, to the extent allowed by applicable law, delete all personal data.

Standards Digital shall provide the Customer with a written declaration whereby Standards Digital warrants that all personal data or other data mentioned above has been deleted and that the Standards Digital has not kept any copy or prints or kept the data on any medium.

## 11. DISPUTE AND JURISDICTION

This Data Processing Addendum shall be governed by and construed in accordance with the laws of Norway. The legal venue shall be Oslo District Court.

## 12. Document Control

Status	Date	Comments
Documented Created	2019 09 06	Published
Reviewed	2020	Document OK
Reviewed	2021	Document OK
Reviewed and updated	2022 12 12	Formatting updates, removal of the defunct EU Privacy Shield Framework, and specifying coverage for UK as no longer part of the EU. Removes customers need to reimburse SD for help with Audits. Updates to Schedule 3 – Services
Reviewed and updated	2023 05 22	Updates to Schedule 2 – List of Sub-processors
Reviewed	2024	Document OK
Reviewed and updated	2025 07 23	Typo correction: Replace EU/EA with EU/EEA in clause 7.3 Added - Clause 12. Document Control

## SCHEDULE 1 - DETAILS OF THE PROCESSING

### Nature and Purpose of Processing

Standards Digital will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

### Duration of Processing

Subject to Section 10 of the DPA, Standards Digital will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

### Categories of Data Subjects

Customer may submit Personal Data to the Subscribed Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Project Managers, Committee Managers, Committee Secretaries, Committee Members, Observers, balloters (who are natural persons)
- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services (who are natural persons)

### Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical home and business address)
- ID data
- Professional life data
- Personal life data
- Localisation data
- Purchase data (Subscriptions & one-time purchases)
- Usage data (time of log-in and log-out, actions taken within the service)



**SCHEDULE 2 – List of Sub-processors**

Sub-processor	Location
Microsoft Azure	EU and Switzerland*
SendinBlue (Brevo)	Belgium <a href="https://help.brevo.com/hc/en-us/articles/360001005510-Data-storage-location">https://help.brevo.com/hc/en-us/articles/360001005510-Data-storage-location</a>

\* Based on specific customer request

**SCHEDULE 3 – Services**

- SD Authoring (Tool)
- Workflow & Task Management Service
- SD (Standards) Viewer
- SD Import (as a Service)
- SD Enquiry
- SD Store
- SD Quotation
- SD Price and Subscription
- SD Product catalogue
- Subscription Search service