

EXHIBIT A

Applicable Standard Contract Clauses and Supplemental Terms

1. The Parties agree that the SCCs are hereby incorporated by reference into this Addendum as follows: Module 2: Transfer controller to processor, as to Customer Personal Data originating in the EEA, UK, or Switzerland.
2. Cross-Border Transfers Mechanisms – EU and Switzerland. If the Agreement requires the transfer of personal data of Data Subjects who reside in or based out of the EU or Switzerland to countries that are not recognized by the European Commission as providing an adequate level of protection of Personal Data, then such transfers will be made pursuant to the transfer mechanisms outlined in Module Two (Transfer controller to processor) of the EU SCCs. Where the EU SCCs identify optional provisions (or provisions with multiple options) the following shall apply in the following manner:
 - a. In Clause 7 (Docking Clause) (Module 2) – the Optional provision shall apply;
 - b. In Clause 9(a) (Use of subprocessors) (Module 2) – Option 2 shall apply with the specified time period being 10 days.
 - c. In Clause 11(a) (Redress) (Module 2) – the Optional provision shall NOT apply;
 - d. In Clause 17 (Governing Law) (Module 2) – Option 1 shall apply with the laws of Ireland shall govern; and
 - e. In Clause 18 (Choice of forum and jurisdiction) (Module 2) – the courts of Ireland shall have jurisdiction.
3. Cross-Border Transfers Mechanisms–UK. If the Agreement requires the transfer of personal data of Data Subjects who reside in the UK to countries that are not recognized by the UK ICO as providing an adequate level of protection of personal data, then such transfers will be made pursuant to the EU SCCs detailed in Sections 1 and 2 of this Attachment and as amended by the IDTA. With respect to Table 1 of the IDTA, the “Exporter” is the Data Exporter and the “Importer” is the Data Importer, as both are identified in Annex I of the SCC (below)). By entering and signing the Agreement, Addendum or Order Form, Importer and Exporter are deemed to have signed the IDTA.
 - a. With respect to Table 2 of the IDTA:
 - (i) the optional provisions of Clause 7 (Docking Clause) (Module 2) shall apply;
 - (ii) Option 2 in Clause 9(a) (Use of subprocessors) (Module 2) shall apply with the specified time period being 10 business days;
 - (iii) and Clause 11(a) (Redress) (Module 2) shall NOT apply.
 - b. With respect to Table 3 of the IDTA, the information is provided in Section 2 of this Attachment.
 - c. With respect to Table 4 of the IDTA, only Exporter (aka Subscriber) may end the IDTA as is detailed in Section 19 of the IDTA if the UK ICO issues new changes to IDTA.
4. Annex 1 to the SCCs is appended to this Exhibit A.
5. Data Importer will at a minimum institute the technical and organizational measures set forth in n Annex II to the SCC, attached hereto.
6. Supplementary Terms:
 - a. This Addendum and the Agreement are Customer’s complete and final instructions for the processing of Customer Personal Data as of the date of entry into the current version of the Agreement and the current version of this Addendum. Any different instructions must be consistent with the current version of this Agreement and the current version of this Addendum. For the purposes of clause 8.1(a) of the SCC, the instructions for the processing of personal data include onward transfers to third parties located outside of Europe for the provision of the Services.

- b. For the purposes of clause 8.6(a) of the SCC, Customer is solely responsible for determining whether the technical and organizational measures set forth in Annex II to the SCC, attached hereto, and as otherwise described to Customer by Valimail meet Customer's requirements, and agrees that such technical and organisational measures provide an appropriate level of security, taking due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing the Customer Personal Data and the risks to individuals.
- c. For the purposes of clause 8.6 of the SCC, Valimail shall delete Customer Personal Data in accordance with respective data deletion and certification of deletion provisions set out in the Agreement. For the avoidance of doubt, if no such provisions are set out in the Agreement, Valimail shall delete all Customer Personal Data within 30 days of termination of the Agreement. Any certification of deletion of Customer Personal Data from Valimail as described in the SCC shall be provided only upon Customer's written request.
- d. For the purposes of clause 8.6(c) of the SCC, personal data breaches will be addressed in accordance with Section 5(d) of this Addendum.
- e. The audits permitted to be carried out under clause 8.9 of the SCC shall be conducted in accordance with, and satisfied by, the procedures set forth in Section 5(c) of this Addendum.
- f. For the purposes of clause 9 of the SCC, Customer grants Valimail a general authorization to engage subprocessors, subject to the procedures set forth in Section 6 of this Addendum, and further grants such subprocessors a general authorization to engage further sub-processors, and the authority to add or replace such further sub-processors.
- g. For the purposes of clause 11 of the SCC, Valimail will without undue delay inform Customer if it received a complaint by or on behalf of an individual concerning Customer Personal Data, and shall not otherwise have any obligation to address such request except as agreed between Valimail and Customer.
- h. Valimail's liability under the SCC under clause 12 shall be limited to any damage caused by its processing of Customer Personal Data only where it has not complied with obligations of the GDPR specifically directed to processors or where it has acted outside or contrary to of Customer's lawful instructions, and to the extent permitted under the SCC, each party's liability under the SCC shall be subject to the provisions of the Agreement concerning limitation of liability.
- i. For notices required under clause 15.1(a), Valimail will provide notice only to Customer, and Customer shall be responsible for notifying any affected individuals.
- j. The Parties acknowledge and agree that where Valimail is required by the SCCs to notify the competent Supervisory Authority, Valimail shall first provide Customer with the details of the notification, permitting Customer to have prior written input into the relevant notification, where Customer so desires and is able to do so without delaying the timing of the notification unduly.
- k. The Data Exporter may enforce the terms of the SCCs against the Data Importer (and vice versa).
- l. Signatories. Notwithstanding the fact that the SCCs are incorporated herein by reference without the signature page of the SCCs actually being signed by the parties, it is agreed that the execution of the Agreement is deemed to constitute each party's execution of the SCCs as Data Exporter or Data Importer (as applicable), and that it is duly authorized to do so on behalf of, and to contractually bind, the Data Exporter or Data Importer (as applicable) accordingly.

The provisions in this Addendum shall be without prejudice to the parties' ability to rely on any other legally valid international data transfer mechanism for the transfer of data out of the EEA.