

FullStory Data Processing Agreement

FullStory, Inc. (“FullStory”) provides the FullStory service (the “Service”) through the domain fullstory.com (the “Website”) which allows a customer to collect and analyze website usage. The party identified on the signature page below (the “Customer”) has signed up for the Service and has agreed to FullStory’s terms and conditions (as amended) (including FullStory’s Acceptable Use Policy (collectively the “Agreement”). This FullStory Data Processing Agreement (the “DPA”) is entered into between FullStory and Customer effective as of the last date of signature below (“Effective Date”) and reflects the parties’ agreement with respect to the terms governing the processing and security of Personal Data under the Agreement. Terms not otherwise defined below will have the meaning set forth in the Agreement.

THIS DPA INCLUDES:

- (i) Standard Contractual Clauses, attached as Exhibit 1.
 - (a) Appendix 1 to the Standard Contractual Clauses, which includes specifics on the personal data transferred by the data exporter to the data importer.
 - (b) Appendix 2 to the Standard Contractual Clauses, which includes a description of the technical and organizational security measures implemented by the data importer.
- (ii) List of Subcontractors, attached as Exhibit 2.

HOW TO EXECUTE THIS DPA:

- 1. This DPA consists of three parts: the main body of the DPA, Exhibit 1 (including Appendices 1 and 2), and Exhibit 2.
- 2. To complete this DPA, Customer must:
 - a. Complete the information in the signature box and sign on Page 5.
 - b. Complete the information as the data exporter on Page 6.
 - c. Complete the information as to Member State in Clause 9 and Clause 11.3, both on Page 10.
 - d. Complete the information in the signature box and sign on Page 11.
 - e. Complete the information as the data exporter on Page 12.
 - f. Complete the information in the signature box and sign on Page 13.
- 3. Submit your signatures via DocuSign OR send a completed and signed DPA to FullStory by email to privacy@fullstory.com.
- 4. Upon receipt, this DPA and the Standard Contractual Clauses will be countersigned by FullStory, as the data importer.

The parties agree as follows:

- 1. **Purpose.** Each party agrees to process Personal Data received under the Agreement only for the purposes set forth in the Agreement and in compliance with the Applicable Data Protections Laws.
- 2. **Definitions.** In addition to the terms otherwise defined in the Agreement, the following terms have the definitions below:
 - 2.1. “Applicable Data Protection Laws” means all applicable laws and regulations relating to the processing of Personal Data and privacy that may exist in the relevant jurisdictions, including, where applicable, EU Data Protection Law and Non-EU Data Protection Laws.
 - 2.2. “Controller” means the entity which determines the purposes and means of the Processing of Personal Data.
 - 2.3. “Customer Personal Data” means Personal Data belonging to the Customer that is processed by FullStory in the course of providing the Services under the Agreement.
 - 2.4. “Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to Customer Personal Data.
 - 2.5. “Data Subject” means an identified or identifiable natural person, or as otherwise defined by Applicable Data Protection Laws.

2.6. “EU Data Protection Law” means all data protection laws and regulations applicable to Europe, including (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (the “GDPR”); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; (iii) applicable national implementations of (i) and (ii); and (iii) in respect of the United Kingdom (the “UK”) any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the UK leaving the European Union.

2.7. “Non-EU Data Protection Laws” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations (“CCPA”) and Canada’s Personal Information Protection and Electronic Documents Act, S.C. 2000, ch. 5 (“PIPEDA”) and any provincial legislation deemed substantially similar to PIPEDA pursuant to the procedures set forth therein, and all amendments to the CCPA, PIPEDA, and similar legislation, as they may be enacted, from time to time.

2.8. “Personal Data” means any information relating to an identified or identifiable living individual or as otherwise defined by Applicable Data Protection Laws.

2.9. “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.10. “Processor” means the entity which Processes Personal Data on behalf of the Controller.

2.11. “SCCs” means the standard contractual clauses for the transfer of Personal Data to Processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (Commission Decision 2010/87/EU of 5 February 2010) as set out in Exhibit 1 to this DPA.

2.12. “Sub-processor” means any Processor engaged by FullStory in its role as Processor.

2.13. “Supervisory Authority” means any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over compliance with the Applicable Data Protection Laws.

3. Provision of Services. In the course of providing the Services to Customer pursuant to the Agreement, FullStory may Process Customer Personal Data on behalf of Customer. The parties agree and acknowledge that the Applicable Data Protection Laws may apply to the processing of Personal Data on behalf of a Customer. Each party agrees to comply with the following provisions with respect to any Customer Personal Data Processed during the provision of the Services. The parties acknowledge and agree that with regards to such Processing of Personal Data, Customer is the Controller and FullStory is the Processor.

4. Customer’s Obligations. Customer, in its use of the Services, agrees to:

4.1. Comply with its protection, security, and other obligations with respect to Customer Personal Data prescribed by the Applicable Data Protection Laws for data Controllers by: (a) establishing and maintaining a procedure for the exercise of the rights of the individuals whose Personal Data is processed on behalf of Customer; (b) processing only data that has been lawfully and validly collected and ensuring that such data will be relevant and proportionate to the respective uses, including, but not limited to, providing notice and obtaining all consents and rights necessary to process Customer Personal Data and provide the Services pursuant to this DPA and the Agreement; and (c) ensuring compliance with the provisions of the Agreement and this DPA by its personnel or by any third-party accessing or using Customer Personal Data; and

4.2. Upon request of FullStory, delete Customer Personal Data as requested by the Data Subject through the deletion capability in the FullStory Services, as required by Applicable Data Protection Laws. If requested by FullStory, provide such information to FullStory as is reasonable and necessary, including, but not limited to, user IDs associated with such Data Subject, for FullStory to unambiguously identify the Data Subject requesting such deletion.

5. FullStory Processing. FullStory shall treat Customer Personal Data as Confidential Information and will only Process Personal Data in accordance with Applicable Data Protection Laws directly applicable to the Services, including compliance with the GDPR. FullStory will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the User Guide.

5.1. FullStory will Process Customer Personal Data (i) only for the purpose of providing, supporting, and improving FullStory's services (including to provide insights and other reporting), using appropriate technical and organizational security measures; and (ii) for the purposes set forth in the Agreement. The parties agree that this DPA and the Agreement set out the Customer's complete and final instructions to FullStory in relation to the processing of Customer Personal Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Customer and FullStory. FullStory will not use or process Customer Personal Data for any other purpose. FullStory will promptly inform Customer in writing if it cannot comply with the requirements under this DPA, in which case Customer may terminate the Agreement or take any other reasonable action, including suspending data processing operations.

5.2. FullStory will inform Customer promptly if, in FullStory's opinion, an instruction from Customer violates Applicable Data Protection Laws.

5.3. FullStory currently utilizes the Sub-processors set forth in Exhibit 2. FullStory shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer (email is sufficient) if it adds or removes Sub-processors prior to any such changes. Customer may object in writing to FullStory's appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties shall discuss such concerns in good faith with a view to achieving resolution. If this is not possible, Customer may suspend or terminate the Agreement. FullStory will (i) enter into contractual arrangements with such Sub-processors binding them to provide the same level of data protection and information security to that provided for in this DPA and (ii) be liable for the acts and omissions of its Sub-processors to the same extent Processor would be liable if performing the Services of each Sub-processor directly under the terms of the Agreement.

5.4. Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that FullStory shall have a right to use and disclose data relating to the operation, support, and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development, and sales and marketing. To the extent any such data is considered Personal Data under Data Protection Laws, FullStory is the Data Controller of such data and accordingly shall process such data in accordance with the FullStory Privacy Policy and Applicable Data Protection Laws.

6. Data Subject Request. FullStory shall, to the extent legally permitted, promptly notify Customer if it receives a request from (i) a Data Subject to access, correct or delete that person's Personal Data or if a Data Subject objects to the Processing of Data Subject's Personal Data ("Data Subject Request") or (ii) a law enforcement authority with a legally binding request for disclosure of Customer Personal Data by, unless FullStory is otherwise forbidden by law to inform Customer. FullStory shall not respond to a Data Subject Request without Customer's prior written consent except to confirm that such request relates to Customer, to which Customer hereby agrees. To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request or if the Customer fails to address a Data Subject Request within seven (7) days of FullStory's request, FullStory shall provide commercially reasonable assistance to facilitate such Data Subject Request to the extent FullStory is legally permitted and/or required to do so, technically can provide assistance and provided that such Data Subject Request is exercised in accordance with Applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from FullStory's provision of such assistance.

7. Transfers of Personal Data.

7.1. The Customer acknowledges that FullStory may transfer and process Customer Personal Data to and in the United States and anywhere else in the world where FullStory, FullStory affiliates, or its Sub-processors maintain data processing operations. FullStory shall, at all times, ensure that such transfers are made in compliance with the requirements of all Applicable Data Protection Laws.

7.2. To the extent that FullStory is a recipient of Customer Personal Data protected by EU Data Protection Laws ("EU Personal Data"), FullStory agrees to abide by and Process EU Personal Data in compliance with the SCCs

set forth in Exhibit 1 to enable the lawful transfer of EU Personal Data. The parties further agree that the SCCs will apply to Customer Personal Data that is transferred via the Services from Europe to any location outside Europe, either directly or via onward transfer, to any country or recipient not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the EU Data Protection Law) Where the parties have agreed to implement the SCCs, the Customer agrees that the SCCs, including any claims arising from them, are subject to the terms set out in the Agreement, including any exclusion and limitation of liability provisions. In any case of conflict between the Agreement and the SCCs, the latter shall prevail.

7.3. The Customer agrees that FullStory and its Sub-processors may carry out data Processing operations in countries that are outside of the European Economic Area (“EEA”) as necessary for the operation of the Services or to provide support-related services to, or other services requested by, the Customer. In the case of any non-EEA Processing, the transfer of Customer Personal Data will be subject to the transfer mechanisms set out in Section 7.2 above.

7.4. To the extent that FullStory and the Customer are relying on a specific statutory mechanism to normalize international data transfers and that mechanism is subsequently revoked, or held in a court of competent jurisdiction to be invalid, FullStory will, in good faith, pursue a suitable alternate mechanism that can lawfully support the transfer.

8. FullStory Personnel.

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

8.2. Reliability. FullStory shall take commercially reasonable steps to ensure the reliability of any FullStory personnel engaged in the Processing of Customer Personal Data.

8.3. Limitation of Access. FullStory shall ensure that FullStory’s access to Customer Personal Data is limited to those personnel performing Services in accordance with the Agreement.

8.4. Data Protection Officer. FullStory’s data protection officer may be reached at dpo@fullstory.com.

9. Deletion. On the expiration or termination of the Agreement (or, if applicable on expiration of any post-termination period during which FullStory may agree to continue providing access to the Services), after a recovery period of up to 30 days following such expiration or termination, FullStory will delete any Customer Personal Data then in its possession and/or control within a maximum period of 90 days, unless applicable legislation or legal process prevents it from doing so.

10. Access; Export of Data. During the term of the Agreement, FullStory will make available to Customer, Customer Personal Data in a manner consistent with the functionality of the Services and in accordance with the terms of the Agreement. To the extent Customer, in its use and administration of the Services during the term of the Agreement, does not have the ability to amend or delete Customer Personal Data (as required by Applicable Data Protection Laws), or migrate Customer Personal Data to another system or service provider, FullStory will, at Customer’s reasonable expense, comply with any reasonable requests from Customer to assist in facilitating such actions to the extent FullStory is legally permitted to do so and has reasonable access to the relevant Customer Personal Data.

11. Security. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing as well as the rights and freedoms of natural persons, Processor, and each Processor affiliate shall in relation to Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk including, as appropriate, the measures referred to in the Applicable Data Protection Laws. Processor shall maintain appropriate technical and organizational measures for protection of Customer Personal Data. Processor will not materially decrease its overall security of Customer Personal Data during the term of the Agreement.

12. Limitation of Liability. Each party's and all of its affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort, or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement. For the avoidance of doubt, FullStory's and its affiliates' total liability for all claims from the Customer arising out of the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement.

13. Data Breaches.

13.1. If FullStory becomes aware of a Data Breach which has resulted in (a) any unlawful access to any Customer Personal Data stored on the systems used to Process Customer Personal Data; or (b) any unauthorized access to Customer Personal Data or Customer Confidential Information, then FullStory shall, without undue delay: (I) notify Customer of the Data Breach without undue delay; and (II) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Data Breach.

In the event of a Data Breach, FullStory shall provide the Customer with all reasonable assistance in dealing with the Data Breach, in particular in relation to making any notification to a Supervisory Authority or any communication to Data Subject upon Customer's request as required under Applicable Data Protection Laws.

13.2. FullStory's obligation to report or respond to a Data Breach under this Section is not and will not be construed as an acknowledgement by FullStory of any fault or liability of FullStory with respect to the Data Breach.

14. Audits. FullStory shall allow for and contribute to audits by making available to Customer information necessary to demonstrate compliance with the obligations described in this DPA and in accordance with Applicable Data Protection Laws.

15. Data Protection Impact Assessment. Upon Customer's request, FullStory shall provide Customer with reasonable assistance needed to fulfill Customer's obligation under Applicable Data Protection Laws to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to FullStory. FullStory shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks to the extent required under the Applicable Data Protection Laws. Any reasonable costs arising from the provision of assistance by FullStory under this Section 15 shall be borne by Customer. FullStory shall provide an estimate of any such costs which shall be agreed in writing by the parties.

16. Order of Precedence. This DPA is incorporated into and forms part of the Agreement. For matters not addressed under this DPA, the terms of the Agreement apply. With respect to the rights and obligations of the parties addressed under this DPA, in the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and the SCCs, the SCCs will prevail.

17. CCPA. For purposes of the CCPA, the definitions of: "Controller" includes "Business"; "Processor" includes "Service Provider"; "Data Subject" includes "Consumer"; "Personal Data" includes "Personal Information"; in each case as defined under the CCPA. FullStory is a Service Provider and Customer is a Business (as the terms are respectively defined in the CCPA). FullStory, as Service Provider, will not i) sell the Personal Data, or (ii) retain, use, or disclose the Personal Data for any purposes other than as described in the Agreement. FullStory certifies that it understands these restrictions and shall comply with them.

FullStory, Inc.
DocuSigned by:

Samantha Hedrick
048406F5312C43D...

By: **Samantha Hedrick**

Title: **Commercial Counsel**

Hostel Management International], LLC
(Customer)

DocuSigned by:

Darren Overby
15729BE701D5470

By: **Darren Overby**

Title: **Managing Director**

Date: Jul 23, 2021 | 1:50 PM PDT

Date: Jul 23, 2021 | 4:11 PM EDT

Exhibit 1 - Standard Contractual Clauses

Name of data exporting organization:

Entity Name: **Hostel Management International, LLC**

Name of data importing organization:

FullStory, Inc.

Address:

1745 Peachtree St. NE,

Ste. G

Atlanta, GA 30309

Tel.:

E-mail:

privacy@fullstory.com

(the "data importer")

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 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 sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor 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 sub-processor 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 sub-processor 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;
- (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 sub-processor 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 sub-processing 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor 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 sub-processing, 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 sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor 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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor 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 sub-processor 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 sub-processor, 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.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, 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, namely California.

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

Sub-processing

- 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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (1). Where the sub-processor 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 sub-processor’s obligations under such agreement.
- 2. The prior written contract between the data importer and the sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.
- 3. The provisions relating to data protection aspects for sub-processing 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, namely California.
- 4. The data exporter shall keep a list of sub-processing 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 sub-processor 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 sub-processor 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.

Agreed: FullStory (Importer)

DocuSigned by:
 Signature: Samantha Hedrick
048406F5312C43D...
 Name: Samantha Hedrick
 Position: Commercial Counsel
 Address: 1745 Peachtree St. NE, Suite G, Atlanta, GA 30309

Agreed: Hostel Management International, LLC (Exporter)

DocuSigned by:
 Signature: Darren Overby
15729BE701D5470...

Name: Darren Overby
Position: Managing Director

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The Data Exporter is a/an Limited Liability Company who currently operates in California and will use the Services provided by the Data Importer pursuant to the Agreement.

Data importer

Data importer is the owner and operator of SaaS application that records, replay, search, and analyze each user's interactions with data exporter's services and website

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data subjects include the individuals about whom data is provided to Data Importer via the Services by (or at the discretion of) the Data Exporter. This may include, but is not limited to, personal data relating to the Data Exporter customers and employees.

Categories of data

The personal data transferred concern the following categories of data:

Name, personal addresses, telephone numbers, email and IP addresses.

Data exporter agrees that it will not provide data importer credit card details, Social Security Numbers, login and password information or any other personal data without the written consent of data importer.

Processing operations

The personal data transferred will be subject to the following basic processing activities: personal data may be received, processed and stored in order to provide the Services, to communicate with the data exporter and to otherwise fulfill its obligations under the Agreement; access for customer service; in accordance with your use of features; abuse detection, prevention, and remediation; maintaining, improving, and providing our Services.

Sub-processors

Provided that data importer shall be liable for all the acts and omissions of any sub-processors under this Agreement, Data exporter consents to sub-processing by the following subcontractors: Google and Signal Sciences.

Agreed: FullStory (Importer)

DocuSigned by:
Signature: 
048406F5312C43D...

Name: Samantha Hedrick

Position: Commercial Counsel

Address: 1745 Peachtree St. NE, Suite G, Atlanta, GA 30309

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

In processing personal data under the Agreement, the Data Importer represents and warrants that it has implemented and will maintain the administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of personal data uploaded to the Services, as described in and set out at <https://www.fullstory.com/resources/security-policy/>. Data importer will not materially decrease the overall security of the Services during the term of the Agreement.

Exhibit 2 – Authorized Sub-Processors

Google

Signal Sciences