

## Standard Contractual Clause Amendment (to the Data Processing Addendum)

This Standard Contractual Clause Amendment (the "**SCC Amendment**") is entered into by Charleston Road Registry Inc., a Delaware corporation, d/b/a Google Registry, with its principal place of business located at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("**Google**"), and \_\_\_\_\_ [Registrar's Name], a \_\_\_\_\_ [Registrar's jurisdiction and type of organization], with its principal place of business located at \_\_\_\_\_ [Registrar's full mailing address] ("**You**"), and amends each RRA agreement that You entered into with Google to act as a registrar for a Google top-level domain (collectively, the "**Agreement**").

### 1. **General.**

- 1.1 This SCC Amendment will be effective from the last signature date below.
- 1.2 The Agreement contains certain data protection terms and conditions stated in the RRA Data Processing Addendum (collectively, the "**DPA**").
- 1.3 In accordance with existing DPA Sections pertaining to updating the DPA in response to changes in Applicable Data Protection Laws including, Section 12 (Impact Of Changes; New Guidance), the Parties agree to use this SCC Amendment to update the DPA in light of the new laws.
- 1.4 The Agreement's defined terms apply to this SCC Amendment unless this SCC Amendment expressly states otherwise.
- 1.5 The Agreement remains in full force and effect except as modified by this SCC Amendment. To the extent the Agreement and this SCC Amendment conflict, this SCC Amendment governs. The Agreement's governing law and dispute resolution provisions also apply to this SCC Amendment.

### 2. **Amended Definitions.**

- 2.1 The following definitions are added to the DPA. Where the applicable term is already defined in the DPA, the existing definition is replaced with the one below:
  - (a) "**Applicable Data Protection Laws**" means all privacy, data security, and data protection laws, directives, regulations, or rules in any jurisdiction applicable to Your Processing of Shared Personal Data, including the GDPR, CCPA, HIPAA, and LGPD. All references to "**Applicable Laws**" in the DPA are replaced with references to "**Applicable Data Protection Laws**".
  - (b) "**Alternative Transfer Solution**" means a mechanism other than the Applicable Standard Contractual Clauses that enables the lawful transfer of Shared Personal Data from the EEA, UK, or Switzerland to a third country in accordance with Applicable Data Protection Laws, including as applicable, the Swiss-U.S. or UK-U.S. Privacy Shield self-certification programs approved and operated by the U.S. Department of Commerce (the "**Privacy Shield**") or another valid certification program in force in accordance with Applicable Data Protection Laws.
  - (c) "**Applicable Standard Contractual Clauses**" means the European Commission's standard contractual clauses which are standard data protection terms for the transfer of

personal data to third countries that do not ensure an adequate level of data protection, as described in Article 46 of the EU GDPR including: (i) Controller-Processor SCCs, (ii) UK Controller-Processor SCCs, (iii) Controller-Controller SCCs, or (iv) the UK Controller-Controller SCCs, each as defined in this DPA.

- (d) **“CCPA”** means, as applicable: (i) the California Consumer Privacy Act of 2018, California Civil Code 1798.100 et seq. (2018); (ii) the California Privacy Rights Act of 2020, and (iii) Applicable Data Protection Laws modeled on either of the foregoing.
- (e) **“Controller-Controller SCCs”** means the terms at <https://business.safety.google/gdprcontrollerterms/sccs/eu-c2c>.
- (f) **“Controller-Processor SCCs”** means the terms at <https://business.safety.google/gdprcontrollerterms/sccs/eu-c2p-ipa>.
- (g) **“GDPR”** means (i) the European Union General Data Protection Regulation (EU) 2016/679 (the **“EU GDPR”**) on data protection and privacy for all individuals within the European Union (**“EU”**) and the European Economic Area (**“EEA”**); (ii) the EU GDPR as incorporated into United Kingdom (**“UK”**) law by the Data Protection Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (**“UK GDPR”**); and (iii) the Federal Data Protection Act of 19 June 1992 (Switzerland) (each as amended, superseded, or replaced).
- (h) **“Google Controller”** means the Google Entity that Processes Personal Information as a Data Controller in accordance with Google’s applicable privacy policy.
- (i) **“LGPD”** means Brazilian Law no. 13,709 for the protection of personal data.
- (j) **“UK Controller-Controller SCCs”** means the terms at <https://business.safety.google/gdprcontrollerterms/sccs/uk-c2c>.
- (k) **“UK Controller-Processor SCCs”** means the terms at <https://business.safety.google/gdprcontrollerterms/sccs/uk-c2p-ipa>.

**3. Amended International Data Transfers.** Existing DPA Sections pertaining to transfers of Shared Personal Data under Applicable Data Protection Laws are removed from the DPA, including the following: “Data Transfers” (generally under Sections 5 (Processing Shared Personal Data) (a) and (b) of the DPA). The removed Section(s) are replaced with the following new Section (where “X” represents the next sequential Section number in the DPA):

X. **Data Transfers.** Each Party may transfer Shared Personal Data if it complies with applicable provisions on the transfer of Shared Personal Data required by Applicable Data Protection Laws.

X.1 To the extent a Party transfers Shared Personal Data relating to individuals within the UK, EEA, or Switzerland to the other Party and the receiving Party is not: (i) subject to the binding obligations of a valid Alternative Transfer Solution, or (ii) located in a jurisdiction that is subject to a valid adequacy decision (as determined by the Applicable Data Protection Laws regarding the individuals about whom the Shared Personal Data is Processed), You and Google expressly agree to the Applicable Standard Contractual

Clauses including the warranties and undertakings contained therein as the “data exporter” and “data importer” as applicable to the transfer contemplated by the parties.

- X.2 To the extent Section X.1 applies and You Process Shared Personal Data as a Data Processor: (i) if Google transfers Shared Personal Data relating to individuals within the EEA or Switzerland to You, You and Google (on its own behalf or on behalf of the Google Controller) agree to the Controller-Processor SCCs; and (ii) if Google transfers Shared Personal Data relating to individuals within the UK to You, then You and Google (on its own behalf or on behalf of the Google Controller) agree to the UK Controller-Processor SCCs.
- X.3 To the extent Section X.1 applies and You Process Shared Personal Data as a Data Controller: (i) if Google or You transfer Shared Personal Data relating to individuals within the EEA or Switzerland to the other Party, You and Google (on its own behalf or on behalf of the Google Controller) agree to the Controller-Controller SCCs; and (ii) if Google or You transfer Shared Personal Data relating to individuals within the UK to the other Party, then You and Google (on its own behalf or on behalf of the Google Controller) agree to the UK Controller-Controller SCCs.
- X.4 To the extent either Party Processes Shared Personal Data transferred in accordance with an Alternative Transfer Solution, the Party receiving Shared Personal Data will: (i) provide at least the same level of protection for the Shared Personal Data as is required by the Applicable Agreements and the applicable Alternative Transfer Solution; (ii) promptly notify the Party disclosing Shared Personal Data in writing if the receiving Party determines that it can no longer provide at least the same level of protection for the Shared Personal Data as is required by the Applicable Agreements and applicable Alternative Transfer Solution; and (iii) upon making such a determination, cease Processing Shared Personal Data until the Party receiving Shared Personal Data is able to continue providing at least the same level of protection as required by the Applicable Agreements and the applicable Alternative Transfer Solution.
- X.5 Google LLC has certified under the Privacy Shield on behalf of itself and certain wholly-owned US subsidiaries, including Google. Google LLC’s certification and status is available at <https://www.commerce.gov/page/eu-us-privacy-shield>.
- X.6 Where Google is not the Google Controller, Google will ensure that it is authorized by the Google Controller to (i) enter into the Applicable Standard Contractual Clauses on behalf of the Google Controller, and (ii) exercise all rights and obligations on behalf of the Google Controller, each as if it were the Data Controller.
4. **Survival.** The parties’ obligations under this SCC Amendment will survive expiration or termination of the Applicable Agreements as long as the parties continue to Access Shared Personal Data subject to the GDPR.

***Signatures on the following page***

**Signed by the parties' authorized representatives on the dates below.**

<b>GOOGLE: Charleston Road Registry, Inc.</b>	<b>YOU:</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: