



Information Commissioner's Office

## Rod stStandard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

### International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

**VERSION B1.0, in force 21 March 2022**

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

#### Part 1: Tables

**Table 1: Parties**

<b>Start date</b>	November 1, 2022	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	Full legal name: [REDACTED] Trading name (if different): [REDACTED] Main address (if a company registered address): [REDACTED] Official registration number (if any) (company number or similar identifier): [REDACTED]	Full legal name: TechSmith Corporation Trading name (if different): [REDACTED] Main address (if a company registered address): 14 Crescent Road, East Lansing, MI 48823, USA

		Official registration number (if any) (company number or similar identifier): [REDACTED]
<b>Key Contact</b>	Full Name (optional): [REDACTED] Job Title: [REDACTED] Contact details including email: [REDACTED]	Full Name (optional): <b>Kevin Irwin</b> Job Title: <b>Chief Financial Officer</b> Contact details including email: 14 Crescent Road, East Lansing, MI 48823, USA privacy@techsmith.com
<b>Signature (if required for the purposes of Section 2)</b>		 DocuSigned by: Kevin Irwin F56F11D98B2345E...

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>	<input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: <b>October 2021</b> Reference (if any): [REDACTED] Other identifier (if any): [REDACTED] Or <input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:					
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data

				Authorisation)		collected by the Exporter?
1						
2						
3						
4						

**Table 3: Appendix Information**

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties:

Data exporter(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

Name:

Address:

Contact person’s name, position and contact details:

Activities relevant to the data transferred under these Clauses:

Role (controller/processor):

2. Controller

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

Name: TechSmith Corporation

Address: 14 Crescent Road, East Lansing, MI, 48823 United States

Contact person’s name, position and contact details: Kevin Irwin,

Chief Financial Officer, 14 Crescent Road, East Lansing, MI, 48823 United States

Activities relevant to the data transferred under these Clauses:

The Data Exporter is a customer or other user of the Data Importer's software, services, systems and/or technologies. TechSmith Corporation is the Data Importer. TechSmith's screen capture software and solutions allow end users to create and share images and videos for better training, tutorials, lessons, and everyday communication.

Role (controller/processor):

2. Processor

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Annex 1B: Description of Transfer:

Categories of data subjects whose personal data is transferred

Data subjects include individuals, selected by Data Exporter, who (1) may be included in an image or video capture or (2) may comment or otherwise participate in a review of an image or video capture. This includes, but is not limited to, individuals about whom data is provided to the Data Importer by the Data Exporter's end users, including, without limitation, Data Controller's employees, consultants, contractors, agents, reviewers, and end users.

Categories of personal data transferred

Any personal data captured in images, video, associated audio, and comments in any form that may be supplied by the Data Exporter or captured by the Data Importer's services and products on behalf of the Data Exporter.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Special categories of data may be provided by Data Importer to Data Exporter at the Data Importer's discretion through the captured in images, video, associated audio, and comments in any form.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Data transfers occur on a frequency determined by the Data Exporter.

### Nature of the processing

The personal data transferred may be subject to the following basic processing activities:

1. account configuration and maintenance,
2. hosting and storing personal data arising images, video, associated audio, and comments in any form, and
3. customer/ client technical and operational support.

Personal data transferred to Data Importer when acting as a Data Processor with the process under the control of the Data Importer will be encrypted in transit and will be encrypted at rest.

### Purpose(s) of the data transfer and further processing

The data transfer and any onward transfers are to fulfill Data Importers contractual obligations to the Data Exporter.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Data retention is under the control of the Data Exporter.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The data transfer and any onward transfers are to fulfill Data Importers contractual obligations to the Data Exporter. Data retention is under the control of the Data Exporter.

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Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

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 risk of varying likelihood and severity for the rights and freedoms of natural persons, Importer will implement appropriated technical and organizational measures to ensure a level of security appropriate to the risk, including, as appropriate:

- The pseudonymization and encryption of personal data at rest and in transit;
- The ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;

- Ensure that persons authorized to process personal information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

- A process for regularly testing, assessing, and evaluating the technical and organizational measures for ensuring security of processing.

Additionally, Importer will process any personal data received only on Exporters documented instructions, including with regard to transfers of such data to a third country or international organization, unless required by applicable law to which we are subject; in such case, Importer will notify Exporter of that legal requirement prior to processing, unless that law prohibits such information on important ground of public interest.

Where we engage another processor for carrying out specific processing activities on your behalf, the same data protections obligations outlined above will be imposed on that other processor by way of a contract or other legal act under applicable law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that will meet the requirements of relevant data protection laws.

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Annex III: List of Sub processors (Modules 2 and 3 only):

The controller has authorised the use of the following sub-processors:

1. Name: **Microsoft**

Address:

**One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521**

**Ireland**

Contact person's name, position and contact details:

**Microsoft EU Data Protection Officer, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521**

**Ireland**

**Telephone: +353 (1) 706-3117**

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): **Cloud hosting services**

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2. Name: **IBM Corp**

**Address:** IBM United Kingdom Limited,

PO Box 41, North Harbour,

Portsmouth,

Hampshire, PO6 3AU,

United Kingdom

**Contact person's name, position and contact details:** No details but there is this form: [IBM Chief Privacy Office Helpdesk Form](#)

**Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):** Cloud processing of user created content

3. Name: **Amazon Web Services**

**Address:** Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855, Luxembourg

**Contact person's name, position and contact details:** [AWS Privacy Form](#)

**Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):** Cloud hosting services

4. Name: **Eleks**

**Address:** Eleks SP.Z.O.O. , Poland, 35-032, Rzeszow, Zamkowa Str. 2/5a

**Contact person's name, position and contact details:**

Arsen Kulyk, Senior Legal and Privacy Counsel

Marta Yatsura, Legal Counsel

[privacy@eleks.com](mailto:privacy@eleks.com)

**Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):** Level 2 Technical support for some of Techsmith's backoffice systems. Eleks may have access to customer

personally identifiable informations such as email address, mailing address, and like information. Eleks will not have access to customer created content.

**5. Name:** Rev.com

**Address:** 222 Kearny Street, 8th Floor, San Francisco, CA 94108

**Contact person's name, position and contact details:** Jen Morrill, Deputy General Counsel, legal@rev.com

**Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):** cloud processing of user created content

**6. Name:** Premiere BPO

**Address:** 1990 Madison Street, Suite 105, Clarksville, TN, 37043, USA

**Contact person's name, position and contact details:** David Shapiro, Chief Operating Officer, 1990 Madison Street, Suite 105, Clarksville, TN, 37043, USA

**Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):** Customer service and sales support

**7. Name:** Peak Support, LLC

**Address:** 13 Fairmont Ave, Cambridge, MA 02139

**Contact person's name, position and contact details:** Jonathan Steinman, Chief Executive Officer, jonathan@peaksupport.io

**Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):** Technical Support related processing

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**Table 4: Ending this Addendum when the Approved Addendum Changes**

<b>Ending this Addendum when the Approved Addendum changes</b>	<b>Which Parties may end this Addendum as set out in Section 19:</b> <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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## Part 2: Mandatory Clauses

### Entering into this Addendum

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

### Interpretation of this Addendum

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.

Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

## Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

## Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
  - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
  - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
  - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
  - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;

- b. In Clause 2, delete the words:

“and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;

- c. Clause 6 (Description of the transfer(s)) is replaced with:

“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;

- d. Clause 8.7(i) of Module 1 is replaced with:

“it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;

- e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

“the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”

- f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;

- g. References to Regulation (EU) 2018/1725 are removed;

- h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;

- i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;

- j. Clause 13(a) and Part C of Annex I are not used;

- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;

- l. In Clause 16(e), subsection (i) is replaced with:

“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;

m. Clause 17 is replaced with:

“These Clauses are governed by the laws of England and Wales.”;

n. Clause 18 is replaced with:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and

o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

### **Amendments to this Addendum**

16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

18. From time to time, the ICO may issue a revised Approved Addendum which:

- a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
- b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

- a its direct costs of performing its obligations under the Addendum;  
and/or
- b its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

### Alternative Part 2 Mandatory Clauses:

<b>Mandatory Clauses</b>	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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