

## Kubernetes Community Day Terms and Conditions

If the application to host an in-person or virtual Kubernetes Community Day by Community Host is approved by the CNCF Events team, the following terms and conditions apply. “Community Host” is the party identified in the applicable Kubernetes Community Day application form.

- 1. Limited License Grant.** If Community Host’s application to host a KCD has been approved by The Linux Foundation (“LF”), LF grants Community Host a limited, non-exclusive, revocable license to use the approved CNCF name and logo specified by the LF solely in connection with Community Host’s hosting of the project event approved by the LF (“KCD”) (collectively, the “Trademarks”). Community Host’s use of the Trademarks must comply with the terms set forth herein, and any other brand guidelines, event rules or other policies provided to Community Host by LF. If Community Host wishes to hold any additional events, Community Host must submit another event application for each such event.
- 2. Not-for-profit.** The LF is a nonprofit organization and its community events must also be not-for-profit. Community Host must run the event at cost or a loss, not for a profit. Community Host may not require attendees to register for any events, programs, subscriptions or similar things other than the KCD, nor require attendees to make any additional purchases to attend the KCD.
- 3. LF’s Ownership Rights.** Community Host acknowledges LF’s exclusive right, title, and interest in and to the Trademarks and acknowledges that nothing herein shall be construed to accord to Community Host any rights in any of the Trademarks except as otherwise expressly provided herein. Community Host acknowledges that Community Host’s use of the Trademarks in the Territory hereunder will not create in it any right, title or interest in the Trademarks and that all such use of the Trademarks in the Territory and the goodwill generated thereby will inure to the exclusive benefit of LF. Community Host may not transfer, sublicense or assign Community Host’s rights to use the Trademarks.
- 4. Use of the Trademarks.**
  - a. Original artwork with no modification.** Community Host may only use unmodified image files of the Trademarks provided by LF for Community Host’s use with the KCD.

- b. Marking; Compliance with Guidelines and Trademarks Laws.** Community Host shall (i) cause the appropriate designation “™” or the registration symbol “®” to be placed adjacent to the Trademarks in connection with each use or display thereof and to indicate such additional information as the LF shall reasonably specify from time to time concerning the license rights under which Community Host uses the Trademarks; (ii) comply with the LF trademark usage guidelines (<https://www.linuxfoundation.org/legal/trademark-usage>); and (iii) comply with all laws pertaining to trademarks.
  - c. Display of the Trademarks.** Community Host shall display the Trademarks only to the extent authorized by these Terms and Conditions and each such display shall be in a manner consistent with the LF’s standards. The KCD must clearly identify the event as Community Host’s event and may not directly or indirectly suggest that Community Host’s event is an LF event. The Trademarks may be used solely to promote the KCD, and in no event shall Community Host or any person or entity that organizes, participates in, or performs services regarding the KCD, use the Trademarks, or the LF name, logo, trademarks or service marks, for any other purpose, without the prior written consent of LF, unless such use is expressly permitted by the LF trademark usage guidelines.
  - d. No Use Objectionable to the LF.** If LF informs Community Host of any required changes to Community Host’s use of the Trademarks, Community Host will immediately take commercially reasonable steps to implement the requested changes.
  - e. Assistance to LF.** At LF’s request, Community Host shall execute all documents reasonably requested by LF to confirm LF’s ownership of rights in and to the Trademarks. Community Host shall cooperate at LF’s reasonable request in connection with the filing and prosecution of applications to register the Trademarks, and in connection with the maintenance and renewal of such registrations as may issue.
- 5. Term and Termination.** The term of this one-time License will begin upon the LF’s approval of the KCD, and will end upon the earlier of (i) LF’s termination of Community Host’s license at any time if Community Host should breach any of these terms or termination by LF for any other reason, in LF’s sole discretion; (ii) the conclusion of Community Host’s one (1) KCD; or (iii) twelve (12) months from the date of LF’s approval of Community Host’s application (the “Term”). This prohibition shall survive the termination of the License. LF may require Community Host to stop using the

Trademarks in connection with the KCD. Sections 2, 3, 4, 6(a) and 7-11 shall survive any such termination.

**6. KCD Requirements.** In addition to any other requirements that LF may communicate to Community Host regarding the KCD, Community Host must meet the following requirements for the KCD:

- a. Privacy obligations.** Community Host and LF agree to the data processing terms in Exhibit A hereto. Community Host will use, without modification, the registration system designated by LF to manage attendee registrations for the KCD without modification. As a KCD organizer, Community Host and LF will be collecting and storing personally identifiable information from the KCD speakers and attendees (“KCD-related Personal Information”). Community Host agrees to use the KCD-related Personal Information only to promote and operate the KCD (the “Permitted Purpose”), Community Host agrees never to sell KCD-related Personal Information to any third parties, and agrees not to provide KCD-related Personal Information to any third party without proper consent or permission. Community Host agrees to follow the applicable privacy laws in Community Host’s and the KCD’s jurisdiction(s). Community Host agrees to process the KCD-related Personal Information lawfully, fairly and in a transparent manner. This includes implementing the following measures as applicable in Community Host’s jurisdiction:
  - i.** Community Host will implement administrative, physical and technical safeguards to prevent disclosure, accidental access by unauthorized parties, and to maintain confidentiality.
  - ii.** Community Host agrees to communicate to the individuals that provided KCD-related Personal Information the following: (i) what information is collected, (ii) how it is collected, (iii) if Community Host, as KCD Organizer, discloses their personal information to any third party; and (iv) a method to delete, modify or update their personal information. In the event local laws require consent, please take steps to track and record consent before or during registration.
  - iii.** Community Host agrees to communicate to speakers, attendees and team members how Community Host will collect, store, manage KCD-related Personal Information. As part of Community Host’s communication, all purposes for which the data will be used by LF and the KCD event

organizing team should be disclosed, including the following: (i) posting information about the KCD event and talks on CNCF websites and social media, (ii) maintaining KCD speaker information, and (iii) providing KCD attendees with surveys to evaluate the events they attend.

Community Host will also disclose that when receiving KCD-related Personal Information for these purposes, that information will be shared with LF, and LF will process and manage this information in accordance with LF's Privacy Policy.

- b. Resources.** Community Host will be responsible for all resources, equipment, staff, lodging, food, or other materials necessary or required for the KCD. LF will not be responsible or liable for providing Community Host with any resources, personnel or materials for the KCD.
- c. Insurance.** If the KCD is an in-person event, you must maintain sufficient insurance to cover liability for bodily injury, property damage, death, product liability and advertising injury arising out of Community Host's activities related to the KCD. The policy must contain a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) in the aggregate. Community Host must name LF as an additional insured on all applicable insurance policies.
- d. No NDAs.** Community Host may not require attendees, presenters, or any other party to sign non-disclosure agreements, confidentiality agreements, or any similar documents. It is Community Host's sole responsibility to ensure that the venue or online platform Community Host has selected for the KCD does not require any such agreements.
- e. Code of Conduct.** Community Host will adhere to the project's [Code of Conduct](#). If the project does not have a community code of conduct, Community Host will utilize the Contributor Code of Conduct for the KCD and implement it in accordance with the information available at <https://www.contributor-covenant.org/>. Without limiting the foregoing, this includes notifying potential attendees of the Code of Conduct, requiring attendees to follow it in connection with the KCD, and implementing appropriate means for responding to any reported violations of the Code of Conduct.
- f. Contact.** Community Host must identify a specific point of contact for the KCD, who the LF may contact directly and can refer inquiries it may receive regarding the KCD. The point of contact will respond promptly to any such inquiries.

- g. Attendance.** Attendance at all approved KCDs must be limited to 500 people unless otherwise approved by the CNCF events team.
  - h. No conflict with CNCF Events.** The KCD may not be within two months of an official CNCF Event in the same country, without express written approval from the CNCF Events team.
- 7. Indemnification.** By electing to participate in the KCD Program or to make any use of the Trademarks, Community Host agrees to indemnify, defend and hold harmless LF, together with its affiliates and each of their respective employees, officers and directors from and against any and all losses, liabilities, damages and penalties, and all related costs and expenses (including reasonable attorneys' fees) arising from (i) Community Host's breach of the terms of this KCD Program, (ii) any third party claims that may arise in any manner by reason of Community Host's use of the Trademarks, and (iii) any third-party claim relating to the KCD.
- 8. Disclaimer of Warranties.** THE LF MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THIS PROGRAM OR THE TRADEMARKS, EITHER TO COMMUNITY HOST OR TO ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF ANY THIRD PARTY TRADEMARK RIGHTS. COMMUNITY HOST'S PARTICIPATION IN THE PROGRAM DOES NOT CONSTITUTE ANY FORM OF ENDORSEMENT BY THE LF OF COMMUNITY HOST OR ITS PRODUCTS OR SERVICES, AND THE LF MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. THIS PROGRAM IS OFFERED "AS-IS", "AS-AVAILABLE" AND "WITH ALL FAULTS."
- 9. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LF SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE PROGRAM. IF ANY DAMAGES ARE NOT EXCLUDED UNDER APPLICABLE LAW PURSUANT TO THE PRECEDING SENTENCE, THEN IN NO EVENT SHALL THE LF'S LIABILITY FOR ANY SUCH DAMAGES EXCEED ANY FEES PAID TO THE LF BY COMMUNITY HOST SOLELY FOR PARTICIPATION IN THE PROGRAM. THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE DECISION TO OFFER THE PROGRAM AND COMMUNITY HOST'S PARTICIPATION THEREIN, AND SHALL APPLY REGARDLESS OF THE LEGAL

THEORY UPON WHICH DAMAGES MAY BE CLAIMED; REGARDLESS OF WHETHER A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND REGARDLESS OF WHETHER THE FOREGOING LIMITATIONS OF LIABILITY CAUSE ANY REMEDY TO FAIL IN ITS ESSENTIAL PURPOSE.

**10. Entire Agreement; Modifications.** These Terms and Conditions, together with the other documents referenced herein, constitute the entire agreement between Community Host and the LF regarding Community Host's participation in the KCD Program.

**11. Miscellaneous.** All notices to be sent to the LF hereunder should be sent to [legal@linuxfoundation.org](mailto:legal@linuxfoundation.org), unless otherwise specified herein. These Terms and Conditions are governed by the laws of the State of California, without regard to its choice of law provisions, and any action arising hereunder shall be brought in the state or federal courts located in California. Community Host and the LF agree that the KCD Program does not create a partnership or joint venture between them.

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KCD Host Signature

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Linux Foundation Signature

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Date

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Date

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KCD Host Name

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Name

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KCD Host Title/Company

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Title

**Data Protection Addendum to Kubernetes Community Day Terms and Conditions**  
**(controller to processor)**

This Data Protection Addendum (“**Addendum**”), dated as of the Effective Date, forms part of the Kubernetes Community Day Terms and Conditions to which it is attached (the “**Agreement**”) between Community Host and LF. The terms used in this Addendum will have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein will have the meaning given to them in the Agreement.

LF and Community Host acknowledge that LF is the Controller of Personal Data that is Processed in connection with the performance of the Agreement, and Event Co-Host is acting as a data processor:

- LF, may provide mechanisms for KCD attendees to elect to provide their contact information pursuant to the Agreement, such as by providing access to LF’s event registration system for the KCD.
- Community Host, as operator of KCDs approved by LF pursuant to the Agreement, may receive contact information from LF and KCD attendees who elect to share their contact details as described above.
- Categories of Personal Data: name, company, job function / title, email address, mailing address, and similar contact information.
- Types of Data Subjects: registered attendees at KCDs.

LF and Community Host desire to set forth their respective responsibilities regarding the Processing of Personal Data relating to the foregoing, and accordingly agree as follows:

1. **Definitions.** In this Addendum, the following terms will have the meanings set out below.
  - a. “**Controller**”, “**Data Subject**”, “**Personal Data Breach**”, “**Process/Processing**”, “**Processor**”, and “**Special Categories of Personal Data,**” or their equivalent terms under applicable Data Protection Laws, will have the same meaning as defined under applicable Data Protection Laws.
  - b. “**Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either LF or Community Host (as the context allows), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
  - c. “**CCPA**” means the California Consumer Privacy Act and any implementing regulations issued thereto, each as amended (including by the California Privacy Rights Act and any regulations promulgated thereto).
  - d. “**Community Host Affiliate**” means an Affiliate of Community Host.
  - e. “**Data Subject Request**” means a request from a Data Subject to exercise any right under Data Protection Laws.
  - f. “**Data Protection Laws**” means all national, federal, state, provincial, local, and international privacy, cybersecurity and data protection laws applicable to the Processing of Personal Data under this Addendum, together with any implementing or supplemental rules and regulations, each as amended, including but not limited to, to the extent applicable, the CCPA and GDPR.
  - g. “**Deidentified Data**” means data that (i) is not linked or reasonably linkable to, and cannot reasonably be used to infer information about, a particular individual, household, or personal or

household device; and (ii) is subject to reasonable measures to ensure that such data cannot be associated with a particular individual or household (including any or personal or household device), including by any recipient of such data.

- h. “**EEA**” means the European Economic Area, and unless otherwise indicated, EEA or Member States of the EEA continues to include the United Kingdom following its exit from the European Union.
- i. “**GDPR**” means 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 (known as the General Data Protection Regulation).
- j. “**Personal Data**” means any information relating to an identified or identifiable natural person, as well as other information defined as “personal data,” “personal information” or equivalent term under Data Protection Laws.
- k. “**Restricted Transfer**” means a transfer of Personal Data from Discloser to Recipient (including any onward transfer between the establishments of such), to the extent such transfer would be prohibited or restricted by Data Protection Laws, or by the terms of data transfer agreements, in the absence of the Standard Contractual Clauses.
- l. “**Standard Contractual Clauses**” means (i) the standard contractual clauses for the transfer of Personal Data to entities established in third countries as set out in Commission Decision C/2021/3972, with selections for Module Two (Transfer Controller to Processor) where LF is the data exporter and Module Four (Transfer Processor to Controller) where Community Host is the data exporter, as updated, amended, replaced or superseded from time to time by the European Commission, or (ii) any other contractual clauses or other mechanism approved by a Supervisory Authority or by Data Protection Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Supervisory Authority or Data Protection Laws.
- m. “**Supervisory Authority**” means (a) an independent public authority which is established by a Member State pursuant to GDPR, Art. 51; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws.
- n. “**LF Affiliate**” means an Affiliate of LF.
- o. “**UK Data Protection Laws**” means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (“UK GDPR”), together with the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (as amended) and other data protection or privacy legislation in force from time to time in the United Kingdom. In this Addendum, in circumstances where and solely to the extent that the UK GDPR applies, references to the GDPR and its provisions shall be construed as references to the UK GDPR and its corresponding provisions, and references to “EU or Member State laws” shall be construed as references to UK laws.
- p. “**UK IDTA**” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018, as may be amended or replaced from time to time.

## 2. Controller and Processor



- a. The parties acknowledge that LF is the Controller of the Personal Data collected by registered attendees at the event, and Event Co-Host is acting as a data processor.
  - b. The parties will each comply with their respective obligations under EU Data Protection Laws in respect of their processing of Personal Data.
3. **Disclosing of Personal Data.** Where acting as a Discloser, each party will:
- a. only disclose the Personal Data for purposes of the Processor administering the event specified in the Agreement (“Permitted Purposes”);
  - b. ensure that a notice has been made available and will continue to be accessible to the relevant Data Subject(s) informing them that their Personal Data will be disclosed to the Recipient or to a category of third party describing the Recipient;
  - c. ensure that it has obtained any necessary consents or authorizations required to permit the Recipient to freely Process the Personal Data for the Permitted Purposes;
  - d. not disclose any Special Categories of Personal Data to the Recipient; and
  - e. be responsible for the security of any Personal Data in transmission from the Discloser to the Recipient (or otherwise in the possession of the Discloser).
4. **Processing of Personal Data.** Where acting as a Recipient, each party will:
- a. not Process Personal Data in a way that is incompatible with the Permitted Purposes (other than to comply with a requirement of applicable law to which Recipient is subject), in particular Community Host shall not using the Personal Data for any reason that is not directly necessary for the administration of the KCD and shall not transfer the Personal Data onto any other computer, database, or cloud platform without the prior written consent of LF;
  - b. not Process Personal Data for longer than is necessary to carry out the Permitted Purposes (other than to comply with a requirement of applicable law to which Recipient is subject); and
  - c. 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, have in place appropriate technical and organizational security measures to protect the Personal Data against unauthorized or unlawful Processing, or accidental loss or destruction or damage.
5. **CCPA Obligations.** As a non-profit corporation, LF is not a “business” for purposes of the CCPA. To the extent the CCPA applies to the Processing of Personal Data that one Party provides to the other Party, and without limiting other obligations herein, the following shall apply:
- a. the Parties agree that the Parties disclose Personal Data to one another for the Permitted Purposes;
  - b. the Parties will (i) comply with all applicable Data Protection Laws in the Processing of Personal Data and shall provide the same level of privacy protection as is required by Data Protection Laws and this Addendum; and (ii) only Process Personal Data for the Permitted Purposes or as permitted or required by applicable Data Protection Laws;
  - c. if either Party believes it will be unable to comply with Data Protection Laws, such Party will promptly notify the other Party. Without limiting the foregoing, the Parties grant one another the right to take reasonable and appropriate steps: (i) to help ensure the Recipient uses Personal Data transferred in a manner consistent with Disclosing Party’s obligations under Data Protection Laws;

and (ii) to, upon notice, stop and remediate any unauthorized use and Processing of Personal Data. Upon request by a Party, the other Party will provide the information necessary to demonstrate compliance with this Addendum and the CCPA; and

- d. to the extent the Parties receive or otherwise Processes Deidentified Data associated with, derived from, or otherwise related to Personal Data under the Agreement, the Parties will: (i) take reasonable measures to ensure that the Deidentified Data cannot be associated with an individual, household or device; (ii) publicly commit to maintain and use the information in deidentified form and not attempt to reidentify the information; (iii) otherwise comply with applicable requirements for retention and Processing of Deidentified Data under Data Protection Laws; and (iv) contractually obligate any further recipient to comply with all provisions of this Section 5(d).

**6. Personal Data Breaches**

- a. The Recipient will notify the Discloser without undue delay following any Personal Data Breach involving the Personal Data.
- b. Each party will cooperate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data.

**7. Further Cooperation and Assistance.** Each party will cooperate with the other, to the extent reasonably requested, in relation to:

- a. any Data Subject Requests;
- b. any other communication from a Data Subject concerning the Processing of their Personal Data; and
- c. any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with Data Protection Laws.

**8. Description of Personal Data.** The parties acknowledge that the Personal Data:

- a. may include the categories of personal data specified in the preamble to this Addendum, which do not include any Special Categories of Data (sensitive data);
- b. are related to the types of Data Subjects specified in the preamble to this Addendum; and
- c. are disclosed and transferred for the Permitted Purposes.

**9. Restricted Transfers.** With respect to any Restricted Transfers, the parties hereby enter into the Standard Contractual Clauses, which are incorporated by reference into this Addendum as follows:

- a. where personal data is disclosed by LF, LF for itself and its relevant Affiliates is the “data exporter” and Community Host and its relevant affiliates are the “data importers”;
- b. where personal data is disclosed by Community Host, Community Host and its relevant Affiliates are the “data exporters” and LF for itself and its relevant affiliates is the “data importer”;
- c. both parties have the authority to enter into the Standard Contractual Clauses for themselves and their respective relevant Affiliates;
- d. Clauses 17 (Option 1) and 18 of the Standard Contractual Clauses shall specify Belgium as the selected EU Member State;

- e. Annex I to the Standard Contractual Clauses shall be deemed to be prepopulated with the relevant information in Section 8 of this Addendum, and the following contact information:
  - i. data exporter: the relevant data exporter's mailing address set forth in the preamble to the Agreement; and
  - ii. data importer: the relevant data importer's contact information set forth in the preamble to the Agreement; for each, in the case of LF, Attn: Legal Department.
- f. Annex II to the Standard Contractual Clauses shall be deemed to be prepopulated with the following:
  - i. Data importer has implemented commercially reasonable technical and organizational measures for protecting Personal Data, including with respect to its relevant information processing systems, and reasonable and appropriate technical, physical and administrative measures will be maintained to protect Personal Data under data importer's possession or control against unauthorized or unlawful Processing or accidental loss, destruction or damage, including:
    - 1. employees and other personnel that regularly handle Personal Data receive privacy and security appropriate to their responsibilities;
    - 2. documented policies, procedures and processes for managing the security risks related to Processing of Personal Data;
    - 3. devices, systems, facilities and assets that Process Personal Data ("assets"), and that are material to the provision of the services, are identified and managed;
    - 4. security risks are identified, and are assessed regularly;
    - 5. access to assets is limited to authorized users;
    - 6. access logs are collected and reviewed as appropriate;
    - 7. remote access to assets is restricted and securely managed;
    - 8. Personal Data is physically and logically separate from the Personal Data of other clients/customers/partners;
    - 9. electronic and paper records containing Personal Data are securely destroyed in accordance with secure destruction policies and procedures;
    - 10. appropriate technical security solutions are implemented and managed to protect the confidentiality, integrity and availability of Personal Data;
    - 11. maintenance and repair of information system components is performed in a controlled and secure manner;
    - 12. incident response processes and procedures are maintained to provide for timely identification of, response to, and mitigation of detected Personal Data Breaches; and
    - 13. backups and disaster recovery processes are in place.
  - ii. Reasonable steps will be taken in an effort to ensure the reliability of personnel having access to Personal Data.
  - iii. Appropriate due diligence will be conducted on subprocessors to ensure that each is capable of providing an appropriate level of protection for Personal Data.
- g. Although Community Host and LF intend that this Addendum shall be deemed to include the Standard Contractual Clauses as set forth in this Section 9, upon either Party's request Community

Host and LF shall execute a separate copy of the Standard Contractual Clauses, with such selections as set forth herein;

- h. To the extent UK Data Protection Laws apply, the Standard Contractual Clauses shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA, and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is as set out in the Agreement and/or in this Addendum;
  - i. The parties agree that, with respect to Swiss Personal Data, the Standard Contractual Clauses will apply amended and adapted as follows:
    - i. the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;
    - ii. the term “member state” must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and
    - iii. references to the GDPR in the Standard Contractual Clauses shall also include the reference to the equivalent provisions of the Swiss Federal Act on Data Protection (as amended or replaced).
10. **Governing Law and Jurisdiction.** Without prejudice to clauses 17 and 18 of the Standard Contractual Clauses:
- a. the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and
  - b. this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.