CLOUDIWAY GDPR DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") supplements the CLOUDIWAY Software Support Services Agreement between Customer and CLOUDIWAY, or other agreement between Customer and CLOUDIWAY governing Customer's use of the Services (the "Agreement"). To the extent that the Processor has access to Personal Data in providing the Services to Customer under the Agreement and/or the GDPR applies to the use by Customer of the CLOUDIWAY Services to process Customer Data, Processor will Process Personal Data in accordance with this DPA. Unless otherwise defined in this DPA or in the Agreement, all capitalized terms used in this DPA will have the meanings given to them in Section 12 of this DPA. By continuing to use the CLOUDIWAY Services, Customer agrees to the terms and conditions of this DPA.

1. **Data Processing.**
1.1 Scope and Roles. This DPA applies when Customer Data is processed by CLOUDIWAY. In this context, CLOUDIWAY will act as "processor" to Customer who may act either as "controller" or "processor" with respect to Customer Data (as each term is defined in the GDPR).
1.2 Customer Controls. The Services provide Customer with a number of controls, including security features and functionalities, that Customer may use to retrieve, correct, delete or restrict Customer Data as described in the Documentation. Without prejudice to Section 5.1, Customer may use these controls as technical and organizational measures to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects.
1.3 Details of Data Processing.
1.3.1   Subject matter. The subject matter of the data processing under this DPA is Customer Data.
1.3.2   Duration. As between CLOUDIWAY and Customer, the duration of the data processing under this DPA is determined by Customer.
1.3.3   Purpose. The purpose of the data processing under this DPA is the provision of the Services initiated by Customer from time to time.
1.3.4   Nature of the processing: Compute, storage and such other Services as described in the Documentation and initiated by Customer from time to time.
1.3.5   Type of Customer Data: Customer Data uploaded to the Services under Customer's CLOUDIWAY accounts.
1.3.6   Categories of data subjects: The data subjects may include Customer's customers, employees, suppliers and end-users.
1.4 Compliance with Laws. Each party will comply with all Laws, rules and regulations applicable to it and binding on it in the performance of this DPA, including the GDPR.

2. **Customer Instructions.**
The parties agree that this DPA and the Agreement (including the provision of instructions via configuration tools made available by CLOUDIWAY for the Services) constitute Customer's documented instructions regarding CLOUDIWAY's processing of Customer Data ("Documented Instructions"). CLOUDIWAY will process Customer Data only in accordance with Documented Instructions. Additional instructions outside the scope of the Documented Instructions (if any) require prior written agreement between CLOUDIWAY and Customer, including agreement on any additional fees payable by Customer to CLOUDIWAY for carrying out such instructions. Customer is entitled to terminate this DPA and the Agreement if CLOUDIWAY declines to follow instructions requested by

Customer that are outside the scope of, or changed from, those given or agreed to be given in this DPA.

3. Confidentiality of Customer Data.
CLOUDIWAY will not access or use, or disclose to any third party, any Customer Data, except, in each case, as necessary to maintain or provide the Services, or as necessary to comply with the law or a valid and binding order of a governmental body (such as a subpoena or court order). If a governmental body sends CLOUDIWAY a demand for Customer Data, CLOUDIWAY will attempt to redirect the governmental body to request that data directly from Customer. As part of this effort, CLOUDIWAY may provide Customer's basic contact information to the governmental body. If compelled to disclose Customer Data to a governmental body, then CLOUDIWAY will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless CLOUDIWAY is legally prohibited from doing so. If the Standard Contractual Clauses apply, nothing in this Section 3 varies or modifies the Standard Contractual Clauses.

4. **Confidentiality Obligations of CLOUDIWAY Personnel.** CLOUDIWAY restricts its personnel from processing Customer Data without authorization by CLOUDIWAY as described in the CLOUDIWAY Security Standards. CLOUDIWAY imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

5. Security of Data Processing
5.1 CLOUDIWAY has implemented and will maintain the technical and organizational measures for the CLOUDIWAY Network as described in the CLOUDIWAY Security Standards and this Section. In particular, CLOUDIWAY has implemented and will maintain the following technical and organizational measures:

(a) security of the CLOUDIWAY Network as set out in Section 1.1 of the CLOUDIWAY Security Standards;
(b) physical security of the facilities as set out in Section 1.2 of the CLOUDIWAY Security Standards;
(c) measures to control access rights for CLOUDIWAY employees and contractors in relation to the CLOUDIWAY Network as set out in Section 1.1 of the CLOUDIWAY Security Standards; and
(d) processes for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures implemented by CLOUDIWAY as described in Section 2 of the CLOUDIWAY Security Standards.
5.2 Customer may elect to implement technical and organizational measures in relation to Customer Data. Such technical and organizational measures include the following which may be obtained by Customer from CLOUDIWAY as described in the Documentation, or directly from a third party supplier:

(a) pseudonymization and encryption to ensure an appropriate level of security;
(b) measures to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services that are being operated by Customer;
(c) measures to allow Customer to backup and archive appropriately in order to restore availability and access to Customer Data in a timely manner in the event of a physical or technical incident; and
(d) processes for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures implemented by Customer.

6. **Sub-processing.**
   Customer agrees that CLOUDIWAY may use sub-processors to fulfill its contractual obligations under this DPA or to provide certain services on its behalf, such as providing support services. Customer consents to CLOUDIWAY's use of sub-processors as described in this Section.
6.1 CLOUDIWAY will restrict the sub-processor's access to Customer Data only to what is necessary to maintain the Services or to provide the Services to Customer and any End Users in accordance with the Documentation and CLOUDIWAY will prohibit the sub-processor from accessing Customer Data for any other purpose;
   CLOUDIWAY will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the sub-processors that cause CLOUDIWAY to breach any of CLOUDIWAY's obligations under this DPA.

7. **Security Breach Notification.**
7.1 Security Incident. CLOUDIWAY will (a) notify Customer of a Security Incident without undue delay after becoming aware of the Security Incident, and b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

7.2 CLOUDIWAY Assistance. To assist Customer in relation to any personal data breach notifications Customer is required to make under the GDPR, CLOUDIWAY will include in the notification section 7.1 such information about the Security Incident as CLOUDIWAY is reasonably able to disclose to Customer, taking into account the nature of the Services, the information available to CLOUDIWAY, and any restrictions on disclosing the information, such as confidentiality.

8. **Audits.**
8.1 At Customer's expense, CLOUDIWAY allows Customer to use external auditors (independent third party security professionals) to verify the adequacy of its security measures and CLOUDIWAY's compliance with its obligations under this DPA. This audit will result in the generation of an audit report ("Report"), which will remain CLOUDIWAY's Confidential Information.
8.2 Taking into account the nature of the Services and the information available to CLOUDIWAY, CLOUDIWAY will assist Customer in complying with Customer's obligations in respect of data protection impact assessments and prior consultation pursuant to Articles 35 and 36 of the GDPR, by providing the information CLOUDIWAY makes available under this Section 8.
8.3 If the Standard Contractual Clauses apply, nothing in this Section varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses.

9. **Transfers of Personal Data**. The Standard Contractual Clauses will apply to Customer Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR). The Standard Contractual Clauses will not apply to Customer Data that is not transferred, either directly or via onward transfer, outside the EEA. Notwithstanding the foregoing, the Standard Contractual Clauses (or obligations the same as those under the Standard Contractual Clauses) will not apply if CLOUDIWAY has adopted Binding Corporate Rules for Processors or an alternative recognized compliance standard for the lawful transfer of personal data (as defined in the GDPR) outside the EEA.

10. **Termination of the DPA**. This DPA shall continue in force until the termination of the Agreement (the "Termination Date").

11. **Entire Agreement; Conflict**. Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between any other agreement between the parties including the Agreement and this DPA, the terms of this DPA will control, except that the Service Terms will control over this DPA. For the avoidance of doubt, the provisions in the Agreement regarding the governing laws and jurisdiction shall apply to this DPA.

12. **Definitions**. Unless otherwise defined in the Agreement, all capitalized terms used in this DPA will have the meanings given to them below:

- CLOUDIWAY Network" means CLOUDIWAY's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within CLOUDIWAY's control and are used to provide the Services.
- "CLOUDIWAY Security Standards" means the security standards attached to the Agreement, or if none are attached to the Agreement, attached to this DPA as Annex 1.
- "Customer" means you or the entity you represent.
- "Customer Data" means the "personal data" (as defined in the GDPR) that is uploaded to the Services under Customer's CLOUDIWAY accounts.
- "EEA" means the European Economic Area.
- "GDPR" means Regulation 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- "processing" has the meaning given to it in the GDPR and "process", "processes" and "processed" will be interpreted accordingly.
- "Security Incident" means a breach of CLOUDIWAY's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data.
- Standard Contractual Clauses means the standard contractual clauses annexed to the Commission Implementing Decision (EU) 2016/2297 of 16 December 2016 amending Decisions 2001/497/EC and 2010/87/EU on standard contractual clauses for the transfer of personal data to third countries and to processors established in such countries, under Directive 95/46/EC of the European Parliament and of the Council (notified under document C(2016) 8471) (Text with EEA relevance) C/2016/8471, or any successor standard contractual clauses that may be adopted pursuant to an EU Commission decision.