

Data Processing Addendum

This Data Processing Addendum ("**Addendum**") forms part of the Agreement ("**Agreement**") between: (i) **[data controller legal entity to be included here]** ("**Client**") acting on its own behalf and as agent for each Client Affiliate; and (ii) DreamIT Tenerife S.L. ("**Company**") acting on its own behalf and as agent for each Company Affiliate.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 **Applicable Laws** - means (a) European Union or Member State laws with respect to any Client Personal Data in respect of which any Client Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Client Personal Data in respect of which any Client Group Member is subject to any other Data Protection Laws;

1.1.2 **Client Affiliate** - means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Client, 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;

1.1.3 **Client Group Member** - means Client or any Client Affiliate;

1.1.4 **Client Personal Data** - means any Personal Data Processed by a Contracted Processor on behalf of a Client Group Member pursuant to or in connection with the Agreement;

1.1.5 **Contracted Processor** - means Company or a Sub-processor;

1.1.6 **Data Protection Laws** - means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.7 **EEA** - means the European Economic Area;

1.1.8 **EU Data Protection Laws** - means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.9 **GDPR** - means EU General Data Protection Regulation 2016/679;

1.1.10 **Restricted Transfer** - means:

1.1.10.1 a transfer of Client Personal Data from any Client Group Member to a Contracted Processor;
or

1.1.10.2 an onward transfer of Client Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under Section 12 below;

1.1.11 **Services** - means the services and other activities to be supplied to or carried out by or on behalf of Company for Client Group Members pursuant to the Agreement;

1.1.12 **Standard Contractual Clauses** - means the contractual clauses set out in Annex 2, amended as indicated (in square brackets and italics) in that Annex and under Section 13.4;

1.1.13 **Sub-processor** - means any person (including any third party and any Company Affiliate, but excluding an employee of Company or any of its sub-contractors) appointed by or on behalf of Company or any Company Affiliate to Process Personal Data on behalf of any Client Group Member in connection with the Agreement; and

1.1.14 **Company Affiliate** - means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Company, 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.

1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Authority

Company warrants and represents that, before any Company Affiliate Processes any Client Personal Data on behalf of any Client Group Member, Company's entry into this Addendum as agent for and on behalf of that Company Affiliate will have been duly and effectively authorised (or subsequently ratified) by that Company Affiliate.

3. Processing of Client Personal Data

3.1 Company and each Company Affiliate shall:

3.1.1 comply with all applicable Data Protection Laws in the Processing of Client Personal Data; and

3.1.2 not Process Client Personal Data other than on the relevant Client Group Member's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Company or the relevant Company Affiliate shall to the extent permitted by Applicable Laws inform the relevant Client Group Member of that legal requirement before the relevant Processing of that Personal Data.

3.2 Each Client Group Member:

3.2.1 instructs Company and each Company Affiliate (and authorises Company and each Company Affiliate to instruct each Sub-processor) to:

3.2.1.1 Process Client Personal Data; and

3.2.1.2 in particular, transfer Client Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Agreement; and

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in Section 3.2.1 on behalf of each relevant Client Affiliate.

3.3 Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Client Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Client may make reasonable amendments to Annex 1 by written notice to Company from time to time as Client reasonably considers necessary to meet those requirements. Nothing in Annex 1 (including as amended pursuant to this section 3.3) confers any right or imposes any obligation on any party to this Addendum.

4. Company and Company Affiliate Personnel

Company and each Company Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Client Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Client Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1 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, Company and each Company Affiliate shall in relation to the Client 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 Article 32(1) of the GDPR.

5.2 In assessing the appropriate level of security, Company and each Company Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Sub-processing

6.1 Each Client Group Member authorises Company and each Company Affiliate to appoint (and permit each Sub-processor appointed in accordance with this section 6 to appoint) Sub-processors in accordance with this section 6 and any restrictions in the Agreement.

6.2 Company and each Company Affiliate may continue to use those Sub-processors already engaged by Company or any Company Affiliate as at the date of this Addendum, subject to Company and each Company Affiliate in each case as soon as practicable meeting the obligations set out in section 6.4.

6.3 Company shall make available to Client a list of current Sub-processors being utilized to perform Services on Support Site. Client will receive notification of changes to same via active subscription to the Support Site, and shall have ten (10) days to notify Company in writing of objection to proposed changes. If Client notifies Company in writing of any objections (on reasonable grounds) to the appointment, Company shall work with Client in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Sub-processor, if available.

6.4 With respect to each Sub-processor, Company or the relevant Company Affiliate shall:

6.4.1 before the Sub-processor first Processes Client Personal Data (or, where relevant, in accordance with section 6.2), carry out adequate due diligence to ensure that the Sub-processor is capable of providing

the level of protection for Client Personal Data required by the Agreement;

6.4.2 ensure that the arrangement between on the one hand (a) Company, or (b) the relevant Company Affiliate, or (c) the relevant intermediate Sub-processor; and on the other hand the Sub-processor, is governed by a written contract including terms which offer at least the same level of protection for Client Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR; and

6.4.3 provide to Client for review such copies of the Contracted Processors' agreements with Sub-processors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Client may request from time to time.

6.5 Company and each Company Affiliate shall ensure that each Sub-processor performs the obligations under Sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Client Personal Data carried out by that Sub-processor, as if it were party to this Addendum in place of Company.

7. Data Subject Rights

7.1 Taking into account the nature of the Processing, Company and each Company Affiliate shall, if reasonably and commercially feasible, assist each Client Group Member by implementing appropriate technical and organisational measures, insofar as is possible, for the fulfilment of the Client Group Members' obligations, as reasonably understood by Client, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 Company shall:

7.2.1 notify Client if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data; and

7.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Client or the relevant Client Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Company shall to the extent permitted by Applicable Laws inform Client of that legal requirement before the Contracted Processor responds to the request.

7.3 Client shall notify Company if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data within ten (10) business days of receipt of the same.

8. Personal Data Breach

8.1 Company shall notify Client without undue delay upon Company or any Sub-processor becoming aware of a Personal Data Breach affecting Client Personal Data, providing Client with sufficient information to allow each Client Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 Company shall co-operate with Client and each Client Group Member and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

Company and each Company Affiliate shall provide reasonable assistance to each Client Group Member, at Client expense, with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Client reasonably considers to be required of any Client Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data

Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. Deletion or return of Client Personal Data

10.1 Subject to section 10.2, Client may in its absolute discretion by written notice to Company require Company and each Company Affiliate to (a) return a complete copy of all Client Personal Data to Client by secure file transfer in such format as is reasonably notified by Client to Company; and/or (b) delete and procure the deletion of all other copies of Client Personal Data Processed by any Contracted Processor.

10.2 Each Contracted Processor may retain Client Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Company and each Company Affiliate shall ensure the confidentiality of all such Client Personal Data and shall ensure that such Client Personal Data is only Processed as necessary for the purpose(s) specified in this DPA and in the Applicable Laws requiring its storage and for no other purpose.

11. Audit rights

11.1 Subject to Sections 11.2 to 11.3, Company and each Company Affiliate shall make available to each Client Group Member on request information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by any Client Group Member or an auditor mandated by any Client Group Member in relation to the Processing of the Client Personal Data by the Contracted Processors. Company shall immediately inform Client if, in its opinion, an instruction pursuant to this section 11 (Audit Rights) infringes the GDPR or other EU or Member State data protection provisions.

11.2 Information and audit rights of the Client Group Members only arise under section 11.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).

11.3 Client or the relevant Client Affiliate undertaking an audit shall give Company or the relevant Company Affiliate reasonable notice of any audit or inspection to be conducted under section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any inconvenience, damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.

12. Restricted Transfers

12.1 Subject to section 12.3, each Client Group Member (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Client Group Member to that Contracted Processor.

12.2 The Standard Contractual Clauses shall come into effect under section 12.1 on the later of:

12.2.1 the data exporter becoming a party to them;

12.2.2 the data importer becoming a party to them; and

12.2.3 commencement of the relevant Restricted Transfer.

12.3 Section 12.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.

13. General Terms

13.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

13.1.1 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

13.1.2 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.

13.2 Nothing in this Addendum reduces Company's or any Company Affiliate's, nor Client's or any Client Affiliate's obligations under the Agreement in relation to the protection of Personal Data or permits Company or any Company Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

13.3 Subject to Section 13.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

13.4 Client may:

13.4.1 by at least 30 (thirty) calendar days' written notice to Company from time to time make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under Section 12.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

13.4.2 propose any other variations to this Addendum which Client reasonably considers to be necessary to address the requirements of any Data Protection Law.

13.5 If Client gives notice under section 13.4.1:

13.5.1 Client shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by Company to protect the Contracted Processors against additional risks associated with the variations made under section 13.4.1.

13.6 If Client gives notice under section 13.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Client's notice as soon as is reasonably practicable.

13.7 Neither Client nor Company shall require the consent or approval of any Client Affiliate or Company Affiliate to amend this Addendum pursuant to this section 13.5 or otherwise.

13.8 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Agreement with

effect from the date first set out above.

[Client]

Signature _____

Name _____

Title _____

Date Signed _____

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