

## **GDPR: Data Processing Addendum**

This GDPR Data Processing Addendum (“DPA”) forms part of the Contract or Terms and Conditions, entered into by and between You and Us. The purpose of this DPA is to reflect the parties' agreement with regard to the processing of personal data in accordance with the requirements of Data Protection Legislation as defined below.

In the course of providing the Service to You pursuant to the Contract and Terms and Conditions, We may process personal data on behalf of You. We agree to comply with the following provisions with respect to any personal data submitted by or for You to the Service or collected and processed by or for You through the Service.

### **Data Processing Terms**

In this DPA, “Data Protection Legislation” means European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/136/EC) and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (“GDPR”) (Regulation (EU) 2016/279)), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

The terms “data controller”, “data processor”, “data subject”, “personal data”, “processing”, and “appropriate technical and organizational measures” shall be interpreted in accordance with applicable Data Protection Legislation.

The parties agree You are the Data Controller (“Controller”) and that We are its Data Processor (“Processor”) in relation to personal data that is processed in the course of providing the Services. You shall comply at all times with Data Protection Legislation in respect of all personal data it provided to Us pursuant to the Contract.

The subject-matter of the data processing covered by this DPA is the Services ordered by You. The processing will be carried out until termination of the Contract.

You and Us agree to the following:

- a. We shall ensure we comply with the General Data Protection Regulation (“GDPR”).
- b. We shall:
  - i. only process Personal Data on instructions by the Controller
  - ii. ensure any Personnel used by Us to process Personal Data are subject to a duty of confidentiality or is under an appropriate statutory obligation of confidentiality;
  - iii. ensure all Personal Data is kept secure and take all measures required pursuant to Article 32 of the GDPR;
  - iv. only use a sub-processor with the prior written consent of the Controller. That consent may be specific or general. Where consent is general, We must inform the Controller of any changes and provide the opportunity to object; Controller

explicitly acknowledges as accepts that We use Microsoft Azure Cloud Services as sub-processor to deliver our Service<sup>1</sup>

- v. subject to Clause iv, where We engage another processor for carrying out specific processing activities on behalf of the Controller, We shall ensure the same data protection obligations as set out in this Addendum shall be imposed on that processor by way of contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR.
- vi. assist the Controller to comply with requests from individuals exercising their rights under Chapter III of the GDPR including, but not limited to access, rectification, erasure or objection to the processing of their Personal Data;
- vii. assist the Controller with compliance of its obligations pursuant to Articles 32 – 36 inclusive of the GDPR including, but not limited to security and data breach obligations and notifying the Controller of any Personal Data breach;
- viii. on the instructions of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
- ix. make available to the Controller all information to demonstrate its compliance with these obligations in this Variation Letter and submit to audits by the Controller (or by a third party instructed to conduct an audit by the Controller);
- x. in relation to ix, inform the Controller if, in its opinion, the Controller's instructions would breach Union or Member State law;
- xi. ensure that any data or Personal Data will not be held outside the EU;
- xii. ensure that there are adequate processes, systems, antivirus or other protection applications in place to prevent any loss or corruption of data.

Vienna, 7. May 2018

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<sup>1</sup> Microsoft Ireland Operations Limited, Dublin, Ireland, Company Registration 25679