

## BPMONLINE GENERAL DATA PROCESSING ADDENDUM

General Data Processing Annex (“**GDPR**”) shall be a part of the Agreement or other written or electronic agreement between BPMONLINE and Subscriber for the purchase of the services (including associated BPMONLINE licenses and offline or mobile components) from BPMONLINE (defined as “Services”) (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

Subscriber enters into this GDPR on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent BPMONLINE processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this GDPR only, and except where indicated otherwise, the term “Subscriber” shall include Subscriber and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

### DATA PROCESSING TERMS

#### 1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Authorized Affiliate**” means any of Subscriber’s Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Subscriber and BPMONLINE, but has not signed its own order form with BPMONLINE and is not a “Subscriber” as defined in the Agreement.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Subscriber Data**” means electronic data and information submitted by Subscriber to the Services

“**Data Protection Laws and Regulations**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**GDPR**” means the 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, and repealing Directive 95/46/EC (General Data Protection Regulation).

“**Personal Data**” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Subscriber Data.

“**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller.

“**Sub-processor**” means any Processor engaged by BPMONLINE or a group of its companies.

“**Supervisory Authority**” means an independent public authority which is established by an EU Member State

pursuant to the GDPR.

#### 2. PROCESSING OF PERSONAL DATA

- 2.1 **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Subscriber is the Controller, BPMONLINE is the Processor and that BPMONLINE or members of group of companies will engage Sub-processors pursuant to the requirements set forth in Section 5

“Sub-processors” below. The Subscriber is responsible for processing the Personal Data within the context of the Agreement. BPMONLINE does not have independent control over the Personal Data. BPMONLINE processes the Personal Data solely on the instructions of the Subscriber within the context of the Agreement, in line with the purposes and means provided by the Controller and the retention terms stated in main Agreement, as well as in line with any other instructions from the Controller.

- 2.2 **Subscriber’s Processing of Personal Data.** Subscriber shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Subscriber’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Subscriber shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Subscriber acquired Personal Data.
- 2.3 **BPMONLINE’s Processing of Personal Data.** BPMONLINE shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Subscriber’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Subscriber’s end users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Subscriber (e.g., via email) where such instructions are consistent with the terms of the Agreement. BPMONLINE will not process the Personal Data any further than is provided in this clause 2.1. Under no circumstances will BPMONLINE use the Personal Data for its own purposes or exploit them (or have them exploited).
- 2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by BPMONLINE is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this GDPR are further specified in Schedule 1 (Details of the Processing) to this GDPR.

### 3. RIGHTS OF DATA SUBJECTS

#### 3.1 Data Subject Inquiry.

BPMONLINE shall, to the extent legally permitted, promptly notify Subscriber if BPMONLINE receives a request from a Data Subject to exercise the Data Subject’s right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or its right not to be subject to an automated individual decision making (“**Data Subject Inquiry**”). Taking into account the nature of the Processing, BPMONLINE shall assist Subscriber by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Subscriber’s obligation to respond to a Data Subject Inquiry under Data Protection Laws and Regulations. In addition, to the extent Subscriber, in its use of the Services, does not have the ability to address a Data Subject Inquiry, BPMONLINE shall upon Subscriber’s request provide commercially reasonable efforts to assist Subscriber in responding to such Data Subject Inquiry, to the extent BPMONLINE is legally permitted to do so and the response to such Data Subject Inquiry is required under Data Protection Laws and Regulations. To the extent legally permitted, Subscriber shall be responsible for any costs arising from BPMONLINE’s provision of such assistance.

### 4. BPMONLINE PERSONNEL

- 4.1 **Confidentiality.** BPMONLINE shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. BPMONLINE shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2 **Reliability.** BPMONLINE shall take commercially reasonable steps to ensure the reliability of any BPMONLINE personnel engaged in the Processing of Personal Data.
- 4.3 **Limitation of Access.** BPMONLINE shall ensure that BPMONLINE’s access to Personal Data is limited to those personnel performing Services in accordance with the Agreement. BPMONLINE only grants its employees access to the Personal Data insofar as this is required for the performance of the Agreement and with due observance of the confidentiality provisions.

### 5. SUB-PROCESSORS

- 5.1 **Appointment of Sub-processors.** Subscriber acknowledges and agrees that (a) BPMONLINE’s Affiliates may be retained as Sub-processors; and (b) BPMONLINE and BPMONLINE’s Affiliates

respectively may engage third-party Sub-processors in connection with the provision of the Services. BPMONLINE or its Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Subscriber Data to the extent applicable to the nature of the Services provided by such Sub-processor.

- 5.2 **Objection Right for New Sub-processors.** Subscriber may object to BPMONLINE's use of a new Sub-processor by notifying BPMONLINE promptly in writing within ten (10) business days after making available by BPMONLINE's of such information. In the event Subscriber objects to a new Sub-processor, as permitted in the preceding sentence, BPMONLINE will use reasonable efforts to make available to Subscriber a change in the Services or recommend a commercially reasonable change to Subscriber's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Subscriber. If BPMONLINE is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Subscriber may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by BPMONLINE without the use of the objected-to new Sub-processor by providing written notice to BPMONLINE. BPMONLINE will refund Subscriber any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Subscriber.
- 5.3 **Liability.** BPMONLINE shall be liable for the acts and omissions of its Sub-processors to the same extent BPMONLINE would be liable if performing the services of each Sub-processor directly under the terms of this GDPR, except as otherwise set forth in the Agreement.

## 6. SECURITY

- 6.1 **Controls for the Protection of Subscriber Data.** BPMONLINE shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Subscriber Data), confidentiality and integrity of Subscriber Data. BPMONLINE regularly monitors compliance with these measures. BPMONLINE will not materially decrease the overall security of the Services during a subscription term.
- 6.2 **Third-Party Certifications and Audits.** BPMONLINE has obtained the third-party certifications and audits. Upon Subscriber's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, BPMONLINE shall make available to Subscriber that is not a competitor of BPMONLINE (or Subscriber's independent, third-party auditor that is not a competitor of BPMONLINE) a copy of BPMONLINE's then most recent third-party audits or certifications, as applicable.

## 7. SUBSCRIBER DATA INCIDENT MANAGEMENT AND NOTIFICATION

BPMONLINE maintains security incident management policies and procedures and shall, notify Subscriber without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Subscriber Data, including Personal Data, transmitted, stored or otherwise Processed by BPMONLINE or its Sub-processors of which BPMONLINE becomes aware (a "**Subscriber Data Incident**"). BPMONLINE shall make reasonable efforts to identify the cause of such Subscriber Data Incident and take those steps as BPMONLINE deems necessary and reasonable in order to remediate the cause of such a Subscriber Data Incident to the extent the remediation is within BPMONLINE's reasonable control. The obligations herein shall not apply to incidents that are caused by Subscriber or Subscriber's end users.

## 8. RETURN AND DELETION OF SUBSCRIBER DATA

BPMONLINE shall return Subscriber Data to Subscriber and, to the extent allowed by applicable law, delete Subscriber Data in accordance with the procedures and timeframes specified in relevant documentation or policies.

## 9. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to

this GDPR, and all GDPRs between Authorized Affiliates and BPMONLINE, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all GDPRs together.

For the avoidance of doubt, BPMONLINE's and its Affiliates' total liability for all claims from the Subscriber and all of its Authorized Affiliates arising out of or related to the Agreement and each GDPR shall apply in the aggregate for all claims under both the Agreement and all GDPRs established under this Agreement, including by Subscriber and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Subscriber and/or to any Authorized Affiliate that is a contractual party to any such GDPR.

## 10. EUROPEAN SPECIFIC PROVISIONS

- 10.1 **GDPR.** With effect from 25 May 2018, BPMONLINE will Process Personal Data in accordance with the GDPR requirements directly applicable to BPMONLINE's provision of its Services.
- 10.2 **Data Protection Impact Assessment.** With effect from 25 May 2018, upon Subscriber's request, BPMONLINE shall provide Subscriber with reasonable cooperation and assistance needed to fulfil Subscriber's obligation under the GDPR to carry out a data protection impact assessment related to Subscriber's use of the Services, to the extent Subscriber does not otherwise have access to the relevant information, and to the extent such information is available to BPMONLINE. BPMONLINE shall provide reasonable assistance to Subscriber in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 10.2 of this GDPR, to the extent required under the GDPR.
- 10.3 **Transfer safeguards.** BPMONLINE may not pass on and/or store the Personal Data (or have them stored) in countries outside the European Union unless BPMONLINE has Subscriber's express consent for this and this is allowed under GDPR because, for example, the country in question provides an adequate level of protection or an unaltered model contract is used which is intended for this purpose and which has been approved by the European Commission, with due observance of the other provisions of this Agreement. In case a transfer of Personal Data to any third party in a non-adequate country with the express permission from Subscriber as mentioned above takes place, this transfer shall be governed by the terms of the EC Standard Contractual Clauses are being hereby incorporated by reference. BPMONLINE shall ensure that all Sub-processors non-rejected by Subscriber undertake to comply the EC Standard Contractual Clauses.

**BPMONLINE**

**Subscriber**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## **SCHEDULE 1 - DETAILS OF THE PROCESSING**

### **Nature and Purpose of Processing**

BPMONLINE will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Subscriber in its use of the Services.

### **Duration of Processing**

Subject to Section 8 of the GDPR, BPMONLINE will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

### **Categories of Data Subjects**

Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, Subscribers, business partners and vendors of Subscriber (who are natural persons)
- Employees or contact persons of Subscriber's prospects, Subscribers, business partners and vendors
- Employees, agents, advisors, freelancers of Subscriber (who are natural persons)
- Subscriber's Users authorized by Subscriber to use the Services

### **Type of Personal Data**

Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data