Data Processing Terms

Clicknology Ltd and the counterparty agreeing to these terms ("**Customer**") have entered into an agreement for the provision of the Processor Services (as amended from time to time, the "**Agreement**").

These Data Processing Terms (including any appendices, "**Data Processing Terms**") are entered into by Clicknology Ltd and Customer and supplement the Agreement. These Data Processing Terms will be effective, and replace any previously applicable terms relating to their subject matter (including any data processing amendment or data processing addendum relating to the Processor Services), from the Terms Effective Date.

1. Definitions and Interpretation

These Data Processing Terms reflect the parties' agreement on the terms governing the processing and security of Customer Personal Data in connection with the Data Protection Legislation.

If you are accepting these Data Processing Terms on behalf of Customer, you warrant that: (a) you have full legal authority to bind Customer to these Data Processing Terms; (b) you have read and understand these Data Processing Terms; and (c) you agree, on behalf of Customer, to these Data Processing Terms. If you do not have the legal authority to bind Customer, please do not accept these Data Processing Terms.

In these Data Processing Terms:

"**Additional Product**" means a product, service or application provided by Clicknology Ltd or a third party that: (a) is not part of the Processor Services; and (b) is accessible for use within the user interface of the Processor Services or is otherwise integrated with the Processor Services.

"**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party.

"**Customer Personal Data**" means personal data that is processed by Clicknology Ltd on behalf of Customer while providing the Processor Services.

"**Data Incident**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data on systems managed by or otherwise controlled by Clicknology Ltd. "Data Incidents" will not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

"**Data Protection Legislation**" means, as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).

"**Data Subject page**" means a tool (if any) made available by a Clicknology Ltd to data subjects that enables Clicknology Ltd to respond directly and in a standardised manner to certain requests from data subjects in relation to Customer Personal Data (for example, account settings page).

"**EEA**" means the European Economic Area.

"**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, and repealing Directive 95/46/EC.

"**Clicknology Ltd**" means Clicknology Ltd.

"**Notification Email Address**" means the email address provided by Customer, via the user interface of the Processor Services.

"**Privacy Shield**" means the EU-U.S. Privacy Shield legal framework and the Swiss-U.S. Privacy Shield legal framework.

"**Processor Services**" means the applicable services provided by Clicknology Ltd.

"**Security Documentation**" means security certifications or documentation that Clicknology Ltd may make available in respect of the Processor Services.

"**Security Measures**" has the meaning given in Section "Security Measures".

"**Subprocessors**" means third parties authorised under these Data Processing Terms to have logical access to and process Customer Personal Data in order to provide parts of the Processor Services and any related technical support.

"**Term**" means the period from the Terms Effective Date until the end of provision of the Processor Services by Clicknology Ltd under the Agreement.

"**Terms Effective Date**" means 25 May 2018 or the date on which Customer clicked to accept (or the parties otherwise agreed to) these Data Processing Terms, if such date is after 25 May 2018.

"**InvoiceAnywhere**" and "**StockAnywhere**" are trading names and websites of Clicknology Ltd.

The terms "**controller**", "**data subject**", "**personal data**", "**processing**", "**processor**" and "**supervisory authority**" as used in these Data Processing Terms have the meanings given in the GDPR.

2. General clauses

2.1 The processor must only act on the written instructions of the controller (unless required by law to act without such instructions). Using tools on Clicknology Ltd website records written instructions.

2.2 The processor must ensure that people processing the data are subject to a duty of confidence.

2.3 The processor must take appropriate measures to ensure the security of processing.

2.4 the processor must only engage a sub-processor with the prior consent of the data controller and a written contract.

2.5 the processor must assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR.

2.6 the processor must assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.

2.7 the processor must delete or return all personal data to the controller as requested at the end of the contract.

2.8 the processor must submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state. The processor may charge reasonable fee for time spend on such activities.

3. Processors' responsibilities and liabilities

3.1 The processor must under the GDPR legislation:

    (a) only act on the written instructions of the controller.
    (b) not use a sub-processor without the prior written authorisation of the controller.
    (c) co-operate with supervisory authorities (such as the ICO) in accordance with Article 31.
    (d) ensure the security of its processing in accordance with Article 32.
    (e) keep records of its processing activities in accordance with Article 30.2.
    (f) notify any personal data breaches to the controller in accordance with Article 33.
    (g) employ a data protection officer if required in accordance with Article 37.
    (h) appoint (in writing) a representative within the European Union if required in accordance with Article 27.

3.2 The processor may be subject to the following:

    (a) it may be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR
    (b) if it fails to meet its obligations, it may be subject to an administrative fine under Article 83 of the GDPR
    (c) if it fails to meet its GDPR obligations it may be subject to a penalty under Article 84 of the GDPR
    (d) if it fails to meet its GDPR obligations it may have to pay compensation under Article 82 of the GDPR.

4. Duration of these Data Processing Terms

These Data Processing Terms will take effect on the Terms Effective Date and remain in effect until deletion of all Customer Personal Data by Clicknology Ltd.

5. Application of these Data Processing Terms

4.1 **Application of Data Protection Legislation**. These Data Processing Terms will only apply to the extent that the Data Protection Legislation applies to the processing of Customer Personal Data, including if:

(a) the processing is in the context of the activities of an establishment of Customer in the EEA; and/or

(b) Customer Personal Data is personal data relating to data subjects who are in the EEA and the processing relates to the offering to them of goods or services or the monitoring of their behaviour in the EEA.

6. Data Subject Rights

6.1 **Responses to Data Subject Requests**. If Clicknology Ltd receives a request from a data subject in relation to Customer Personal Data, Clicknology Ltd will:

(a) if the request is made via a Data Subject Page, respond directly to the data subject's request in accordance with the standard functionality of that Data Subject page; or

(b) if the request is not made via a Data Subject page, advise the data subject to submit his/her request to Customer, and Customer will be responsible for responding to such request.

6.2 **Data Subject Request Assistance from Clicknology Ltd**. Customer agrees that Clicknology Ltd will (taking into account the nature of the processing of Customer Personal Data and, if applicable, Article 11 of the GDPR) assist Customer in fulfilling any obligation of Customer to respond to requests by data subjects, including (if applicable) Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, by:

(a) providing the functionality of the Processor Services;

(b) complying with the commitments set out in Section "Responses to Data Subject Requests"

7. Processing of Data

7.1 **Roles and Regulatory Compliance; Authorisation**.

7.1.1 **Processor and Controller Responsibilities**. The parties acknowledge and agree that:

(a) The subject matter and details of the processing of Customer Personal Data is described in Appendix 1;

(b) Clicknology Ltd is a processor of Customer Personal Data under the Data Protection Legislation;

(c) Customer is a controller or processor, as applicable, of Customer Personal Data under the Data Protection Legislation; and

(d) each party will comply with the obligations applicable to it under the Data Protection Legislation with respect to the processing of Customer Personal Data.

7.1.2 **Authorisation by Third Party Controller**. If Customer is a processor, Customer warrants to Clicknology Ltd that Customer's instructions and actions with respect to Customer Personal Data, including its appointment of Clicknology Ltd as another processor, have been authorised by the relevant controller.

7.2 **Customer's Instructions**. By entering into these Data Processing Terms, Customer instructs Clicknology Ltd to process Customer Personal Data only in accordance with applicable law: (a) to provide the Processor Services and any related technical support; (b) as further specified via Customer's use of the Processor Services (including in the settings and other functionality of the Processor Services) and any related technical support; (c) as documented in the form of the Agreement, including these Data Processing Terms; and (d) as further documented in any other written instructions given by Customer and acknowledged by Clicknology Ltd as constituting instructions for purposes of these Data Processing Terms.

7.3 **Compliance with Instructions**. Clicknology Ltd will comply with the instructions described in Section "Customer's Instructions" unless any applicable legislation requires other processing of Customer Personal Data by Clicknology Ltd, in which case Clicknology Ltd will inform Customer (unless that law prohibits Clicknology Ltd from doing so on important grounds of public interest).

8. Data Deletion

8.1 **Deletion During Term**.

8.1.1 **Processor Services With Deletion Functionality**. During the Term, if the functionality of the Processor Services includes the option for Customer to delete Customer Personal Data and Customer uses the Processor Services to delete certain Customer Personal Data; and the deleted Customer Personal Data cannot be recovered by Customer (for example, from the "Deleted Items"), then Clicknology Ltd will delete such Customer Personal Data from its systems as soon as reasonably practicable and within a maximum period of 365 days, unless any legislation requires further storage.

8.1.2 **Processor Services Without Deletion Functionality**. During the Term, if the functionality of the Processor Services does not include the option for Customer to delete Customer Personal Data, then Clicknology Ltd will comply with any reasonable request from Customer to deletion providing no applicable legislation requires storage.

8.2 **Deletion on Term Expiry**. On expiry of the Term, Customer instructs Clicknology Ltd to delete all Customer Personal Data (including existing copies) from Clicknology Ltd systems in accordance with applicable law. Clicknology Ltd will comply with this instruction as soon as

reasonably practicable and within a maximum period of 180 days, unless any applicable law requires storage.

9. Data Security

9.1 **Security Measures and Assistance**.

9.1.1 Clicknology Ltd will implement and maintain technical and organisational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access as described in Appendix 2 (the "**Security Measures**"). Clicknology Ltd may update or modify the Security Measures from time to time, so long as such changes do not result in the lowering the overall security of the Processor Services.

9.1.2 **Security Compliance by Clicknology Ltd Staff**. Clicknology Ltd will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and Subprocessors to the extent applicable to their scope of performance, including ensuring that all persons authorised to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

9.1.3 **Security Assistance**. Customer agrees that Clicknology Ltd will assist Customer in ensuring compliance with any obligations in respect of security of personal data and personal data breaches, including (if applicable) Customer's obligations pursuant to Articles 32 to 34 (inclusive) of the GDPR, by:

(a) implementing and maintaining the Security Measures;

(b) complying with the terms of Data Incidents section; and

(c) providing Customer with the Security Documentation in accordance with Reviews of Security Documentation Section and the information contained in these Data Processing Terms.

9.2 **Data Incidents**.

9.2.1 **Incident Notification**. If Clicknology Ltd becomes aware of a Data Incident, Clicknology Ltd will: (a) notify Customer of the Data Incident promptly and without undue delay; and (b) promptly take reasonable steps to minimise harm and secure Customer Personal Data.

9.2.2 **Details of Data Incident**. Notifications made under section "Incident Notification" will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and steps Clicknology Ltd recommends Customer take to address the Data Incident.

9.2.3 **Delivery of Notification**. Clicknology Ltd will deliver its notification of any Data Incident to the Notification Email Address or by other direct communication (for example, by phone call). Customer must ensure that the Notification Email Address is current and valid.

9.2.4 **Third Party Notifications**. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third party notification obligations related to any Data Incident.

9.2.5 **No Acknowledgement of Fault by Clicknology Ltd**. Notification of or response to a Data Incident by Clicknology Ltd under this Section will not be construed as an acknowledgement by Clicknology Ltd of any fault or liability with respect to the Data Incident.

9.3 **Customer's Security Responsibilities and Assessment**.

9.3.1 **Customer's Security Responsibilities**. Customer agrees that, without prejudice to obligations of Clicknology Ltd under the sections "Security Assistance" and "Data Incidents":

(a) Customer is solely responsible for its use of the Processor Services, including:

(i) making appropriate use of the Processor Services to ensure a level of security appropriate to the risk in respect of Customer Personal Data; and

(ii) securing the account authentication credentials, systems and devices Customer uses to access the Processor Services; and

(b) Clicknology Ltd has no obligation to protect Customer Personal Data that Customer elects to store or transfer outside of Clicknology Ltd' and its Subprocessors' systems.

9.3.2 **Customer's Security Assessment**. Customer acknowledges and agrees that the Security Measures implemented and maintained by Clicknology Ltd as set out in section "Security Measures" provide a level of security appropriate to the risk in respect of Customer Personal Data.

9.4 **Reviews and Audits of Compliance**.

To demonstrate compliance by Clicknology Ltd with its obligations under these Data Processing Terms, Clicknology Ltd will make the Security Documentation available for review by Customer.

10. Impact Assessments and Consultations

Customer agrees that Clicknology Ltd will (taking into account the nature of the processing and the information available to Clicknology Ltd) assist Customer in ensuring compliance with any obligations of Customer in respect of data protection impact assessments and prior consultation, including (if applicable) Customer's obligations pursuant to Articles 35 and 36 of the GDPR, by:

(a) providing the Security Documentation in accordance with Section "Reviews of Security Documentation";

(b) providing the information contained in these Data Processing Terms; and

(c) providing or otherwise making available, in accordance with Clicknology Ltd' standard practices, other materials concerning the nature of the Processor Services and the processing of Customer Personal Data (for example, help centre materials).

11. Data Transfers

Customer agrees that Clicknology Ltd may store and process Customer Personal Data in a country outside the EEA, including the United States of America and any other country in which Clicknology Ltd or any of its Subprocessors maintains facilities.

12. Subprocessors

12.1 **Consent to Subprocessor Engagement**. Customer specifically authorises the engagement of Affiliates as Subprocessors. In addition, Customer generally authorises the engagement of any other third parties as Subprocessors.

12.2 **Requirements for Subprocessor Engagement**. When engaging any Subprocessor, Clicknology Ltd will remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor and ensure that:

(i) the Subprocessor only accesses and uses Customer Personal Data to the extent required to perform the obligations subcontracted to it, and does so in line with the Agreement (including these Data Processing Terms) and Privacy Shield; and

(ii) if the GDPR applies to the processing of Customer Personal Data, the data protection obligations set out in Article 28(3) of the GDPR are imposed on the Subprocessor; and

13. Contacting Clicknology Ltd;

Customer may contact Clicknology Ltd in relation to the exercise of its rights under these Data Processing Terms via the customer support page on the website.

14. Processing Records

Customer acknowledges that Clicknology Ltd is required under the GDPR to: (a) collect and maintain records of certain information, including the name and contact details of each processor and/or controller on behalf of which Clicknology Ltd is acting and (if applicable) of such processor's or controller's local representative and data protection officer; and (b) make such information available to the supervisory authorities. Accordingly, Customer will, where requested and as applicable to Customer, provide such information to Clicknology Ltd via the user interface of the Processor Services or via such other means as may be provided by Clicknology Ltd, and will use such user interface or other means to ensure that all information provided is kept accurate and up-to-date.

15. Effect of these Data Processing Terms

If there is any conflict or inconsistency between the terms of these Data Processing Terms and the remainder of the Agreement, the terms of these Data Processing Terms will govern. Subject

to the amendments in these Data Processing Terms, the Agreement remains in full force and effect.

16. Changes to these Data Processing Terms

Clicknology Ltd may change these Data Processing Terms and will inform Customer at least 30 days (or such shorter period as may be required to comply with applicable law, applicable regulation, a court order or guidance issued by a governmental regulator or agency) before the change will take effect by either: (a) sending an email to the Notification Email Address; or (b) alerting Customer via the user interface for the Processor Services. If Customer objects to any such change, Customer may terminate the Agreement by requesting closure of their account.

Appendix 1: Subject Matter and Details of the Data Processing

Subject Matter

Provision of the Processor Services and any related technical support to Customer by Clicknology Ltd.

Duration of the Processing

The Term plus the period from expiry of the Term until deletion of all Customer Personal Data by Clicknology Ltd in accordance with Data Processing Terms.

Nature and Purpose of the Processing

Clicknology Ltd will process Customer Personal Data for the purpose of providing the Processor Services and any related technical support to Customer in accordance with these Data Processing Terms, including collecting, recording, organising, structuring, storing, altering, retrieving, using, disclosing, combining, erasing and destroying as instructed by customer.

Types of Personal Data

Customer Personal Data may include Names, email addresses, phone numbers and addresses and data relating to individuals provided to Clicknology Ltd via the service by (or at the direction of) Customer.

Categories of Data Subjects

Customer Personal Data will concern the following categories of data subjects:

- data subjects about whom Clicknology Ltd collects personal data in its provision of the Processor Services; and/or
- data subjects about whom personal data is transferred to Clicknology Ltd in connection with the Processor Services by, at the direction of, or on behalf of Customer.

Depending on the nature of the Processor Services, these data subjects may include individuals: (a) to whom inspection report has been, or will be, directed; (b) who have visited specific websites or applications in respect of which Clicknology Ltd provides the Processor Services; and/or (c) who are customers or users of Customer's products or services.

Appendix 2: Security Measures

Clicknology Ltd will implement and maintain the Security Measures set out in this document. Clicknology Ltd may update or modify such Security Measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Processor Services.

1. Data Centre & Network Security

(a) **Data Centres**.

Infrastructure. Clicknology Ltd uses hosted server at physically secure datacentres with redundant power supply and internet connectivity to avoid interruptions in service.

Server Operating Systems. Clicknology Ltd servers are kept up to date with latest security updates, active security software and only the necessary entry points are exposed to the internet.

Businesses Continuity. Clicknology Ltd replicates data over multiple systems to help to protect against accidental destruction or loss. Clicknology Ltd regularly tests its business continuity planning/disaster recovery programs.

(b) **Networks & Transmission**.

Data Transmission. Data to our servers are transferred via Internet standard protocols over HTTPS encrypted connection (also referred to as SSL or TLS connection) to provide secure and fast data transfer, designed to prevent data from being read, copied, altered or removed without authorisation during electronic transfer or transport.

External Attack. Clicknology Ltd systems are protected against external attacks by dedicated and regularly updated network devices and intrusion detection.

Incident Response. Clicknology Ltd monitors its systems for security incidents and will react promptly to known incidents.

2. Access and Site Controls

Access Control and Privilege Management. Customer's administrators and users must authenticate themselves via a central authentication system or via a single sign on system in order to use the Processor Services.

Internal Data Access Processes and Policies – Access Policy. Clicknology Ltd has internal processes and policies which have been designed to prevent unauthorised persons and/or systems from gaining access to systems used to process personal data. Clicknology Ltd systems only allow authorised persons to access data they are authorised to access and ensure that personal data cannot be read, copied, altered or removed without authorisation during processing

The granting or modification of access rights is based on: the authorised personnel's job responsibilities; job duty requirements necessary to perform authorised tasks; and a need to know basis. The granting or modification of access rights must also be in accordance with internal data access policies and training.

Access to systems is logged to create an audit trail for accountability.

3. Personnel Security

Clicknology Ltd employees and contractors are required to sign a confidentiality agreement and must comply with the agreement and policies. Personnel are provided with security training. Personnel handling Customer Personal Data are required to complete additional requirements appropriate to their role. Clicknology Ltd personnel will not process Customer Personal Data without authorisation.

4. Subprocessor Security

Before engaging Subprocessors, Clicknology Ltd conducts an audit of the security and privacy practices of Subprocessors to ensure they provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Any Subprocessor is required to enter into appropriate security, confidentiality and privacy contract terms.