



Data Processing Agreement

This Data Processing Agreement (“Agreement”) is concluded by **Vercom S.A.** with a registered office in Poznań (60-829), Poland, at: Franklina Roosevelta 22 Street, entered into the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Department of the National Court Register under the KRS No.: 0000535618, PL Tax ID: 7811765125, REGON: 300061423 (“Vercom” or “Processing Entity”) and the **Client**, identified in the signatory matrix hereof.

Whereas, the Parties cooperate on basis of the Framework Agreement on the Provision of Services by Electronic Means (“**Main Agreement**”), on basis of which Vercom renders to the account of the Client services of automation and sending of electronic communication of a particular kind, selected by the Client (“**Services**”). The performance of the Main Agreement is related to the processing of personal data which the Client is a controller of, or which the Client processes as a processing entity, i.e. acting on behalf of a separate data controller. The intention of the Parties is to guarantee that the processing made in connection with the performance of the Main Agreement is in line with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council dated as of 27th 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 (“**GDPR**”).

1. General Provisions

1. On basis of this agreement, the Client commits Vercom to the processing of personal data whose data controller – in the meaning of the Article 4 point 7 of the GDPR is the Client, exclusively within the scope and purpose described in the **Schedule 1** hereof, and Vercom commits to process the personal data in accordance with the instructions and orders of the Client, as well as in accordance with this agreement, limiting the processing to the scope and purpose, as well as the way of processing as described in the Schedule 1 hereof.
2. The provisions of this Agreement shall apply accordingly in case, where the Client entrusts Vercom with the processing of personal data, as defined in this agreement, acting as a processing entity in the meaning of the Article 4 point 8 of the GDPR, i.e. in the name of a separate data controller.
3. Subject to the provisions of the Clause 5 hereof, Vercom shall be processing the entrusted personal data for the period of the performance of the Main Agreement.

2. Commitments of the Processing Entity

The Processing Entity obliges itself and warrants that it shall:

1. Process the personal data entrusted under this Agreement at the Client’s order, as well as in accordance with the instructions of the Client, unless the obligation to process the data derives from the European Law or country regulations to which the Processing Entity is subject – in such case, however, the Processing Entity shall inform the Client of such a legal requirement to process the data before the processing, unless that Law prohibits such information on important grounds of public interest,
2. Shall process the entrusted personal data exclusively within the scope and for the purpose being in line with this agreement,
3. Has implemented and shall keep implemented for the whole period of this agreement the adequate technical and organizational measures in order to protect the personal data, especially from the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to data transmitted, stored or otherwise processed, as well as from other unlawful forms of the processing. Taking into account the newest technical achievements and costs of their implementation, the Processing Entity warrants that the security measures will guarantee security level adequate to the risks related to the processing, as well as the character of processed personal data,
4. Shall keep the entrusted personal data confidential and shall assure that: (i) all employees and other persons authorized to process the data will be informed of the confidential character of the data, as well as obliged to keep them confidential, and (ii) are aware of the obligations of the Processing Entity deriving from this agreement and shall obey them as their owns.
5. Shall inform, immediately, the Client of: (i) every breach of personal data entrusted subject to this agreement, including (but not limited to) unauthorized access, loss, alteration or another security threat of such data (“**Data Breach**”), (ii) every complaint, correspondence or request received by the Processing Entity or its sub-processing contractor directly from the data subject, without responding to such a request. Vercom shall not be obliged to assess the compatibility of Client’s instructions and requests relating to the processing of personal data, with binding provisions of Law – in this regard, the liability relies exclusively on the Client.
6. After the Data Breach is detected: (i) the Processing Entity is obliged to take immediate actions in order to protect the data from further consequences of the breach, and (ii) immediately, no later than within 36 hours since the breach was detected, the Processing Entity shall give the Client necessary information, as well as assure the necessary help and cooperation in connection with the Client’s or controller’s obligation to notify the Supervisory Authority of the Data Breach.

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7. Where possible, shall assist the Client by every complaint, correspondence or request received by the Client from the data subject, including: (i) giving the Client justified and available to Vercom details regarding the complaint, correspondence or request, (ii) sharing with the Client all personal data of such data subject – if applicable, in a commonly used, structured, electronic and machine readable format; (iii) giving the Client justified information regarding the processing made by the Processing Entity under this Agreement, required by the Client; (iv) correct, erase or limit the processing, as well as (v) implement adequate technical and organizational measures, which enable the Processing Entity to comply with this point 7.
8. Where possible and if justified, the Processing Entity shall do its best efforts to help and assist the Client with the data processing impact assessment or consultations with the supervisory authority, which the Client or a data controller is obliged to do in relation to the personal data processed under this agreement.
9. If possible and in a justified scope, the Processing Entity shall make available to the Client, on demand, all information and proofs which are necessary to demonstrate by the Client that the Client or a data controller fulfills all obligations and legal requirements deriving from binding regulations, especially from the GDPR.
10. On the Client's demand and own cost, the Processing Entity shall enable the Client to inspect or audit the processing of data subject to this agreement, including inspections and audits of the Processing Entity's premises where the processing takes place; the audits and inspections shall be conducted by the Client or independent auditors or inspectors toward whom the Processing Entity will not raise a justified objection. The inspections and audits may be carried out only once in a year, and exclusively upon prior notice delivered to Vercom at least 21 days before the date of an intended audit/ inspection.
11. The Processing Entity shall not command the sub-processing contractor to process the personal data entrusted on basis of this Agreement, unless: (i) the Processing Entity obtained Client's prior, written consent for such sub-processing, and (ii) the sub-processing contractor will be subject to a written agreement imposing on this entity the same obligations and requirements, as imposed on the Processing Entity on basis of this Agreement. The provisions of the preceding sentence shall not apply to the processing contractors listed in the Schedule 1 hereof – these entities have been accepted by the Client on basis of this agreement. Any change of the sub-processing contractors, i.e. their addition or deletion, shall not require amendment of this agreement, but shall be subject only to Vercom's requirement of a prior, at least 30 days' before the effective date of an intended change, notice made by Vercom to the Client. Within 21 days since the notification mentioned in the preceding sentence has been sent out by Vercom, the Client has the right to raise a justified objection to addition/resignation of/from a sub-processing contractor - in such a case, if rendering of the Service to the account of the Client will no longer be possible, or becomes much complicated due to the objection of the Client, the Parties may decide on terminating the Main Agreement immediately, i.e., with no termination notice.

3. Liability of the Processing Entity

1. The Processing Entity shall be liable for the processing of data entrusted under this agreement and responsible for the processing to be in line with this agreement, Data Controller's instructions and binding Law.
2. In the event where the performance of this Agreement shall require the Processing Entity to engage the sub-processing contractor, the Processing Entity shall be responsible for all such entity's actions and omissions as they were Processing Entity's own actions and omissions.

4. Data transfer to the Third Country

The Processing Entity shall not transfer the personal data which processing is a subject of this Agreement to any Third Country in the meaning of the GDPR, as well as shall not allow the sub-processing contractor to transfer these data or process them to/ in the Third Country, unless the Client consented to such processing prior to the transfer.

5. Term of the Agreement

1. This agreement is concluded for a definite period, i.e. for the period of the processing carried out in relation to the performance of the Main Agreement and shall remain in full force until all personal data are deleted by the Processing Entity in accordance with the section 2 below.
2. After the termination of the Main Agreement, the Client shall be obliged to download all personal data being processed by Vercom on basis of this agreement, on his own, or request their deletion from Vercom. In case, when after the lapse of 3 business days since the termination of the Main Agreement, the Client does not download the data, nor requests Vercom their deletion, the data shall be subject to automatic deletion without prior notification made by Vercom to the Client. The provisions of this section 2 do not apply to personal data processed by Vercom within the framework of a back-up copy – the back-ups are made, in particular, for purposes related to securing the personal data and assure their accessibility during the term of the Main Agreement. The back-ups are kept for the period of 2 years since their creation and are subject to automatic deletion afterwards. Personal data processed within the framework of the back-ups, are processed in an encrypted form and may be accessed exclusively by authorized persons acting on behalf of Vercom. This agreement shall expire as of the date of a deletion of data processed as part of the back-up copy.



6. Final provisions

1. This Agreement was executed in two identical counterparts, one for each Party.
2. All amendments to this Agreements shall be made in accordance with the provisions stipulating changes for the Main Agreement.
3. All Schedules to this agreement constitute an integral part of it.
4. The agreement constitutes an integral part of the Main Agreement.
5. The agreement is deemed to be concluded as of the date of a signature of the last Party.

Client

Vercom

Signature:

Signature:

Printed name:

Printed name:

Name of the company:

Vercom S.A.

Date of signature:

Date of signature:

Schedule 1:

1. Scope, character and purpose of data processing

The processing shall be carried out for purposes related to the proper performance of the Main Agreement, as well as for purposes related to the proper performance of Vercom's commitments deriving from this data processing agreement relating to, in particular, making the data secure especially by ensuring their integrity and accessibility.

2. Period of the processing

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The period during which the personal data are processed shall be the same as the period of the performance of services rendered on basis of the Main Agreement, subject to the provision that the data processing agreement shall remain in full force until all data are deleted in line with the provisions hereof.

3. Categories of Data Subjects

The processing shall be related to the following categories of data subjects: **End – users** – natural persons being addressees of electronic communication sent by the Client on basis of the Main Agreement.

4. Special category personal data

The processing involves also processing of special category personal data, i.e.:
Not applicable.

5. Approved sub-processing contractors

Categories of processors:

1. Server rooms and Data Center (hosting, collocation services, backup),
2. Providers of solutions that increase the security of the services provided and the confidentiality of the transmitted communication (in particular the WAF tool);

For purposes related to rendering the services, Vercom cooperates with local telecommunication operators (in case of local SMS services), as well as foreign SMS service providers (in case of SMS communication sent outside of the Republic of Poland).

Detailed list of the sub-processing contractors:

Beyond.pl sp. z o.o. Adama Kręglewskiego 11 Str., 61-248 Poznań, Poland	Servers' location and Data Center (collocation, backup)	Processing area: EEA
NTT Global Data Centers EMEA GmbH Voltastraße 15, 65795 Hattersheim, Germany	Servers' location and Data Center (collocation, backup)	Processing area: EEA
Cyber Folks S.A. Roosevelta 22 Str., 60-829 Poznań, Poland	Hosting	Processing area: EEA
Amazon Web Services EMEA SARL 38 Avenue John F. Kennedy, LU-1855 Luxemburg, R.C.S., Luxemburg: B186284	Backup	Processing area: EEA
Cloudflare, Inc. 101 Townsend St, San Francisco, CA 94107, USA	Security tools' service provider (WAF)	Processing area: EEA