

'Processing Purpose'	means the Processing of Personal Data for the purpose of providing the Services under the Contract;
'Security Incident'	means a breach of Webanywhere security leading to: unauthorised or unlawful processing, access, disclosure, copying, modification, storage appropriate reproduction, display, distribution, accidental or unlawful loss, destruction, alteration and disclosure or damage of Personal Data.
'Services'	means such services as provided by Webanywhere under the Contract;
'Webanywhere'	means Webanywhere Limited (Company number 04881346) with its registered office at 6th Floor, City Exchange 11 Albion Street, Trinity, Leeds, LS1 5ES (UK);
'Webanywhere Group'	means the other companies within the Webanywhere group of companies, including, Webanywhere s.p. z o.o. at ul. Żelazna 15B 40-851 Katowice (Poland) and Webanywhere Inc at 220 N Green St Suite 4000, Chicago, IL 60607, (USA).

1.2 This Agreement is subject to the terms of the Contract and is incorporated into the Contract. Interpretations and defined terms in the Contract apply to the interpretation of this Agreement.

1.3 A reference to **'writing'** or **'written'** includes email.

1.4 Unless otherwise stated the terms **'includes'** or **'including'** or any similar words and expressions shall be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words.

1.5 The use of the singular includes the plural and vice versa and a reference to one gender includes a reference to the other gender.

1.6 In the case of conflict or ambiguity between any of the provisions of this Agreement and the provisions of the Contract, the provisions of this Agreement will prevail.

2. Parties' and the Processing Purpose

2.1 The parties acknowledge that for the purpose of the Data Processing Legislation, the Customer shall be regarded as a Controller of Personal Data and Webanywhere shall be regarded as a Processor.

2.2 To the extent that the Customer provides Personal Data regarding its End Users, The Customer is a Processor and Webanywhere shall be regarded a sub-processor.

2.2 The Customer shall retain control of all Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to Webanywhere (as a processor or sub-processor).

- 2.3 Webanywhere shall Process Personal Data provided or made available to Webanywhere by or on behalf of the Customer through the use or provision of the Services, for the Processing Purpose.

3. Webanywhere's Obligations

- 3.1 Webanywhere will only Process the Personal Data to the extent, and in such a manner, as is necessary for the Processing Purpose, in accordance with Data Protection Law and the customer's lawful instructions. Webanywhere will not Process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. Webanywhere shall notify the Customer if, in its opinion, the Customer's instruction would not comply with the Data Protection Legislation.
- 3.2 Webanywhere will comply with a Customer's lawful request or instruction, requiring Webanywhere to amend, transfer, delete or otherwise Process the Personal Data, or to stop, mitigate or remedy any unauthorised Processing.
- 3.3 Webanywhere shall maintain the confidentiality of the Personal Data and will not disclose Personal Data to third parties unless authorised by the Customer, this Agreement, or if required by law. If a law, court, regulator or supervisory authority requires the Webanywhere to Process or disclose Personal Data, Webanywhere shall inform the Customer of the legal or regulatory requirement, unless the law prohibits such notice.
- 3.4 Webanywhere will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Webanywhere's Processing and the information available to Webanywhere, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

4. Webanywhere's Employees

- 4.1 Webanywhere will ensure that all employees:
- a) are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
 - b) have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and
 - c) are aware both of Webanywhere's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

5. Customer's Obligations

- 5.1 The Customer undertakes that its instructions to Webanywhere as its Processor (or sub-processor) and its use of the Services will:

- a) comply with Data Protection Law; and
- b) not cause Webanywhere to infringe Data Protection Law and the Customer shall ensure that it has all necessary consents, notices and other requirements in place to enable lawful Processing of the Personal Data by Webanywhere for the duration and purposes of the Contract.

6. Security

6.1 Taking into account such matters as are set out in Art. 32 GDPR, Webanywhere shall implement and maintain technical and organisational measures against Security Incidents. Such measures shall include those set out in the Contact in respect of the Customer Configuration, and the following as may be appropriate:

- a) the pseudonymisation and encryption of Personal Data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
- c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.

7. Records

7.1 Webanywhere will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data it carries out for the Customer, including the access, control and security of the Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures referred to in clause 6 ('**Records**').

7.2 Webanywhere will ensure that the Records are sufficient to enable the Customer to verify Webanywhere's compliance with its obligations under this Agreement.

8. Security Incidents

8.1 If Webanywhere becomes aware of a confirmed Security Incident, it shall inform the Customer without undue delay and will provide reasonable information (to the extent that such information is known or reasonably available to Webanywhere) and cooperation to the Customer, so that the Customer can fulfil any data breach reporting obligations it may have under, and in accordance with the timescales required by Data Protection Law.

8.2 Webanywhere shall take such steps as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep Customer informed of any material developments in the Security Incident. Webanywhere shall be under no obligation to notify the Customer of routine security alerts in respect of the Customer Configuration including, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on

attempts, denial of service attacks, packet sniffing or other unauthorised access to traffic data that does not result in access beyond IP addresses or headers, or similar incidents, save as otherwise specifically set out in the Contract.

9. Data subject requests and third party rights

- 9.1 Subject to clause 9.2, Webanywhere agrees to take such technical and organisational measures as may be appropriate, and to promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:
- (a) the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - (b) information or assessment notices served on the Customer by any supervisory authority under the Data Protection Legislation.
- 9.2 Webanywhere shall assist the Customer to the extent that the Customer does not itself hold or otherwise have access to the Personal Data, and to which it is reasonably possible for Webanywhere to provide such assistance, taking into account the nature of the Services and Processing.
- 9.3 Webanywhere's assistance shall be at the Customer's expense, save in respect of a confirmed Security Incident caused by a breach of Webanywhere's security obligations set out in the Contract and this Agreement.

10. Sub-processing

- 10.1 Webanywhere agrees that it may only authorise a third party to process the Personal Data on its behalf (a '**Sub-processor**') if:
- (a) the Customer is provided with an opportunity to object to the appointment of each Sub-processor within 7 Business Days of Webanywhere notifying the Customer of the proposed instruction of such Sub-processor;
 - (b) Webanywhere enters into a written contract with the Sub-processor that contains terms substantially the same as those set out in this Agreement;
 - (c) Webanywhere maintains control over all Personal Data it entrusts to the Sub-processor; and
 - (d) the Sub-processor's contract terminates automatically on termination of this Agreement.
- 10.2 Notwithstanding Clause 10.1, the Customer authorises Webanywhere to engage any company in the Webanywhere Group located in the European Economic Area and acknowledges the appointment of such third party Sub-processors as were engaged prior to this Agreement in connection with the provision of the Services to the Customer (including but not limited to, Amazon Web Services, Microsoft Azure, M24/7 Ltd and Rackspace Ltd).
- 10.3 The Customer agrees that any appointed Sub-processor shall be permitted to have access to the Customer Configuration for the purpose of delivering the Services under the Contract.

- 10.4 Webanywhere shall maintain and make available to the Customer an up-to-date list of its Sub-processors.
- 10.5 Webanywhere shall remain liable for any breach of this Agreement that is caused by an act, error, or omission of its Sub-processor.

11. Transfers to Non-EEA Countries

- 7.1 Webanywhere (or any subcontractor) will not transfer or otherwise process Personal Data outside the European Economic Area (EEA) without obtaining the Customer's prior written consent.
- 7.2 If such consent is granted, Webanywhere shall only process, or permit the processing, of Personal Data outside the EEA where:
- (a) Webanywhere is Processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or
 - (b) Webanywhere ensures that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Art. 46 GDPR; or
 - (c) an additional agreement incorporating the Standard Contractual Clauses for Controller to Processor Transfers of Personal Data from the EEA to a Third Country is in place.

12. Term and Termination

- 12.1 This Agreement will remain in full force and effect so long as:
- (a) the Contract remains in effect, or
 - (b) Webanywhere retains any Personal Data related to the Contract in its possession or control ('Term').

13. Data Return and Destruction

- 13.1 At the end of the Term, where requested by the Customer, Webanywhere shall:
- a) provide the Customer with a copy of; or a means of obtaining a copy of, the Personal Data; and/or
 - b) delete all Personal Data,

in Webanywhere's possession or control.

13.2 Clause 13.1 shall not apply to the extent that:

- a) Webanywhere is required by law to retain all or some of the Personal Data; or
- b) where Personal Data is archived on Webanywhere's backup systems. In such a case the Personal Data shall be securely isolated and protected from any further Processing, except to the extent required by law, until such time as the relevant back-up is destroyed in accordance with Webanywhere's standard backup destruction policies.

14. Notice

Any notice or other communication given to a party under or in connection with this Agreement must be in writing and delivered to the other party's Data Protection Officer, or to such other person as is otherwise notified by the receiving party to the party giving notice. This clause does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution, which shall be dealt with by the Contract.

15. Conflict

To the extent that there is a conflict between this Agreement and the Contract, the terms of this Agreement shall prevail.

16. Amendment

No amendment or modification of this Agreement shall be binding upon the parties unless in made writing and duly executed by authorised representatives of both parties.

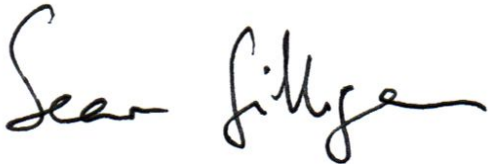
This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of the **CUSTOMER**:

X

Name:
Position:
Date:

Signed on behalf of **WEBANYWHERE LTD**:



Name: Sean P.J. Gilligan
Position: CEO
Date: 21/05/2018

HOW TO EXECUTE THIS AGREEMENT:

This Agreement has been pre-signed on behalf of Webanywhere. Customer must complete, sign and return a copy of the Agreement to dpo@webanywhere.co.uk. This Agreement shall only be dated by Webanywhere and become effective on the date that Webanywhere provides the Customer with an acknowledgement of receipt of the fully signed Agreement. On the effective date, any existing Contract shall be amended to incorporate the terms of this Agreement.