

## SCHEDULE 2: DATA PROCESSING SCHEDULE

### 1. BACKGROUND AND PURPOSE OF SCHEDULE

This Schedule sets out the terms and conditions for the processing of the Personal Data, if any, by HYBRID in connection with the HYBRID's provision of the MYCLOUDFLOW Service.

### 2. DEFINITIONS

The following terms shall have the meanings assigned to them herein. Other defined terms have the meaning assigned to them in the MYCLOUDFLOW Subscription Services Terms.

**"Laws"** means the EU General Data Protection Regulation 2016/679 ("GDPR") and other Data Protection Laws applicable to the Processing, as amended from time to time.

**"Personal Data"** means any information relating to an identified or identifiable natural person ("**Data Subject**") whose information is Processed by HYBRID under the Agreement on behalf of the Customer. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed.

**"Process" or "Processing"** means any operation or set of operations that is performed on the Personal Data or on sets of Personal Data, whether or not by automated 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.

**"Subcontractor"** means the third parties that HYBRID uses in the performance of its contractual duties under the Agreement.

### 3. PROCESSING AND HYBRID'S DUTIES

- 3.1 HYBRID may not use the Personal Data for other purposes than those specified in the Agreement and based on documented instructions from the Customer unless required to do so by European Union ("**EU**") or EU Member State law to which HYBRID is subject; in such a case, HYBRID shall inform the Customer of that legal requirement before the Processing, unless that law prohibits such information on important grounds of public interest. Such documented instructions are hereby given by the Customer to HYBRID and are limited to: the Customer gives HYBRID instructions to Process the Personal Data in order for HYBRID and its Subcontractors to provide MYCLOUDFLOW Service and/or the Professional Services in accordance with the service specification of HYBRID as amended by HYBRID from time to time. If the Customer desires to amend the documented instructions or give new documented instructions to HYBRID, the amended and new instructions are subject to HYBRID's written consent and may be priced in accordance with the Separate Pricing. Transfers of the Personal Data to a third country (meaning a country outside of the European Economic Area or EU) is permitted only if legally permitted based on the Laws, or based on the Customer's consent given in this Schedule or otherwise consented to by the Customer. The Customer hereby consents to the transfer of the Personal Data also to the United Kingdom ("**UK**") and the Processing of the Personal Data in the UK also after the exit of the UK from the EU. When the Customer gives its consent to the transfer or requests the transfer, the Customer is liable for ensuring that the transfer is lawful.
- 3.2 If based on the Laws or any other applicable legislation, regulations, or decisions of authorities, HYBRID is at any time instructed or required to assist the Customer in performing the Customer's obligations to respond to requests for exercising the Data Subjects' rights, or if HYBRID is otherwise required to perform any other tasks or activities relating to the Personal Data or the Processing that are not HYBRID's, MYCLOUDFLOW Service and/or Professional Service duties, the Customer shall pay to HYBRID a separate price for such tasks or activities on a time and material basis in accordance with HYBRID's price list in force from time to time (such prices payable by the Customer to HYBRID are referred to as "**Separate Pricing**"). These tasks or activities can be e.g. providing information to a Data Subject on the Personal Data possessed by HYBRID, or removing or transferring Personal Data or responding or reporting to data protection authorities, or allowing audits or inspections.
- 3.3 HYBRID shall carry out the technical and organizational measures according to Article 32 of the GDPR Laws for endeavoring to secure the Personal Data against unauthorized access and accidental or unlawful destruction. The Customer agrees that these measures are also dependent on the level of security, backup methods, and co-location and/or multiple environment methods selected by the Customer as part of the MYCLOUDFLOW Service and/or the Professional Services. The Customer shall pay for the pseudonymization and encryption of the Personal Data if requested by the Customer, in accordance with the Separate Pricing.
- 3.4 After the termination or expiration of the Agreement, HYBRID shall at the choice of the Customer either destroy the Personal Data or return the Personal Data to the Customer, and delete existing copies unless EU or EU Member State law requires storage of the Personal Data by HYBRID. In accordance with the Separate Pricing, HYBRID is allowed to charge a price for its activities required to return the Personal Data.
- 3.5 The types of the Personal Data and the categories of the Data Subjects can be e.g.:
- Personal Data of consumers or any other individuals, employee data, information on financial affairs of the Data Subjects, "know your customer" information and other legally required data, social security numbers or other

similar identifications, and can contain also so-called special categories of the Personal Data, such as information on political opinions or trade union memberships.

3.6 HYBRID shall, to the extent required in the Laws:

- a) ensure that persons authorized to Process the Personal Data on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- b) in accordance with the Separate Pricing and taking into account the nature of the Processing and the information available to HYBRID, assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR Laws;
- c) in accordance with the Separate Pricing and taking into account the nature of the Processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subjects' rights laid down in Chapter III of the GDPR Laws; and in accordance with the Separate Pricing, make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the Article 28 of the GDPR Laws and allow for and contribute to audits required in the Laws, including inspections, conducted by the Customer or another auditor mandated by the Customer and required in the Laws. The Customer shall notify HYBRID of the audit in writing at least sixty (60) days in advance. The auditor may not be a competitor of HYBRID. The information regarding HYBRID's operations learned during the audits are HYBRID's trade secrets. The Customer is liable for the auditor's compliance with the terms of the Agreement. The audit timetable, method, and scope will be agreed beforehand between the Parties and the audit may not unreasonably burden HYBRID or endanger HYBRID's or its other Customer's deliveries, quality, security, or confidentiality.

#### **4. NOTIFICATION OF PERSONAL DATA BREACH**

HYBRID shall notify the Customer without undue delay after becoming aware of a Personal Data Breach in HYBRID's own or its sub-Processors' environments. HYBRID shall, in accordance with the Separate Pricing, assist the Customer in ensuring compliance with the Customer's obligations pursuant to Laws to notify the Personal Data Breach to the supervisory authority and/or to the Data Subjects, taking into account the nature of the Processing and the information available to HYBRID.

#### **5. USE OF SUBCONTRACTORS**

5.1 The Customer hereby gives HYBRID a general authorization to engage Subcontractors as HYBRID's sub-Processor(s) for the purpose of the Processing.

5.2 If the Customer objects to the engagement of new sub-Processor(s), the Customer may terminate the Agreement by giving HYBRID a thirty (30) days' written notice. Such termination is the Customer's sole and exclusive remedy.

If HYBRID engages a sub-Processor for carrying out the Processing activities, HYBRID shall enter into data processing agreement(s) or terms with the sub-Processor.

#### **6. CUSTOMER'S OBLIGATIONS**

6.1 The Customer acts as a Personal Data controller, as defined in the Laws, in relation to all Personal Data. The Customer is (among other things) liable for the correctness of the Personal Data and the lawfulness of the Processing of the Personal Data. Without limiting the generality of the foregoing, the Customer is liable for all duties and liabilities of a Personal Data controller.

6.2 The Customer warrants to HYBRID that: (a) the Personal Data has been obtained lawfully; (b) the MYCLOUDFLOW Service and the Professional Services to be provided by HYBRID and its Subcontractors will be consistent with and appropriate to the specified and lawful purposes for which the Customer is engaged in relation to the Personal Data; (c) the Customer has not and will not disclose the Personal Data or any part thereof to HYBRID or its Subcontractors in a manner incompatible with applicable legislation; and (d) HYBRID and its Subcontractors are authorized to Process the Personal Data under the Laws and other applicable legislation. The Customer warrants that the Personal Data or its storage or other Processing by HYBRID and its Subcontractors for the provision of the MYCLOUDFLOW Service and/or the Professional Services does not infringe rights of third parties