

## UBISECURE IDAAS DATA PROCESSING AGREEMENT

This Data Processing Agreement is made on \_\_\_\_\_.20\_\_ (“Effective Date”)

### PARTIES AND PURPOSE

This Data Processing Agreement (“**DPA**”) is attached to and supplements Master Agreement (“Agreement”) signed \_\_\_\_\_.20\_\_ between \_\_\_\_\_ (“**Data Controller**”) (“**Customer**”, “**you**” or “**your**”) and Ubisecure Oy (“**Data Processor**”), (“**we**”, “**us**” or “**our**”).

The purpose of this DPA is to set out the terms and conditions for the processing of Personal Data by the Data Processor on behalf of the Data Controller, in accordance with the requirements of the applicable EU Data Protection Laws.

### DEFINITIONS

The following definitions apply solely to this Data Processing Agreement:

“**Master Agreement**” means the document that includes this Data Processing Agreement as an appendix.

“**Your Controlled Data**” means Personal Data that Ubisecure processes on your behalf and according to your instructions as part of the Services, but only to the extent that you are subject to EU Data Protection Law in respect of such Personal Data.

“**EU Data Protection Law**” means any data protection or data privacy law or regulation of Switzerland or any European Economic Area (“EEA”) country applicable to Your Controlled Data, including, as applicable, the EU General Data Protection Regulation 2016/679 and the e-Privacy Directive 2002/58/EC.

“**GDPR**” means the EU General Data Protection Regulation 2016/679.

The terms “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, and “**Personal Data**” have the meanings given to these terms in the GDPR or secondarily in the EU Data Protection Law.

### APPLICABILITY

This Data Processing Agreement only applies in respect of Your Controlled Data when your Data Subjects are residents within the EEA or Switzerland.

### CONFLICT RESOLUTION

In case of any conflict between the terms of the Master Agreement and the terms of this DPA, the relevant terms of this DPA shall take precedence, unless expressly stated otherwise.

## PROCESSING ROLES AND ACTIVITIES

Ubisecure is the Data Processor for Your Controlled Data. Ubisecure will not access, use, or disclose Your Controlled Data to any third party except as provided in the Agreement, as necessary to maintain or provide the Services, or as necessary to comply with the law or binding order of a governmental, law enforcement or regulatory body. Ubisecure provides adequate data protection training to the employees and ensures that everyone authorized to process Your Controlled Data is competent and under a confidentiality obligation.

The Data Controller is responsible for ensuring that their instructions comply with all laws, regulations and rules applicable in relation to Your Controlled Data and that Your Controlled Data is collected lawfully by you or on your behalf and provided to us in accordance with such laws, rules and regulations. The Data Controller will also ensure that the processing of Your Controlled Data in accordance with your instructions will not cause us or you to breach any laws, rules or regulations (including the EU Data Protection Law).

## OUR PROCESSING RESPONSIBILITIES AS THE DATA PROCESSOR

**Notification of data breach.** We will provide you notice without undue delay after becoming aware of and confirming the occurrence of any data breach, for which notification to you is required under the applicable EU Data Protection Laws. We will take appropriate measures to address the breach, including measures to mitigate any adverse effects resulting from the breach. We will, to assist you in complying with your notification obligations under Articles 33 and 34 of the GDPR, provide you with such information about the breach as we are reasonably able to disclose to you, considering the nature of the Services, the information available to us, and any restrictions on disclosing the information such as confidentiality.

**Notification of Inquiry or Complaint.** We will provide you notice, if permitted by applicable law, upon receiving an inquiry or complaint from a Data Subject, or other individual whose Personal Data is included in your content, or a binding demand (such as a court order or subpoena) from a government, law enforcement, regulatory or other body in respect of Your Controlled Data that we process on your behalf and instructions.

**Reasonable Assistance with Compliance.** We will, to the extent that you cannot reasonably do so through the Services, your account or otherwise, provide reasonable assistance to you in respect of your fulfilment of your obligation as the Data Controller to respond to requests by Data Subjects under Chapter 3 of the GDPR, considering the nature of the Services and information available to us. You will be responsible for our reasonable costs arising from our provision of such assistance.

**Sub-Processors.** You agree that we can share Your Controlled Data with the Sub-Processors listed in Annex 1 and to other Sub-Processors within the European Economic Area (EEA), such as cloud platform providers, to provide you the Services. We will always make a written agreement with each Sub-Processor, ensure that the Sub-Processors are properly experienced and qualified, regularly monitor the performance of the Sub-Processors, and upon the Data Controllers request, provide the Data Controller with a list of all current Sub-Processors and processing locations of Personal Data, as well as information on the substance of the contract related to the data protection and security obligations within the Ubisecure - Sub-Processor relationship. The current Sub-Processors are listed in Annex 1.

**Data security.** We have implemented and will maintain all times the technical and organizational measures to protect Personal Data against unlawful or unauthorized processing, access, copying, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, damage, alteration, or disclosure. These measures include but are not limited to: data encryption, physical and system level access control, threat and vulnerability management, security patch management, penetration testing, security training, security reviews and audits.

**Ubisecure Certifications and Audits.** Ubisecure performs security audits at least annually to verify the adequacy of our Security Measures. In addition to the information contained in this DPA, upon Customer's request, We will make available the certificate issued for the ISO 27001 certification. Such audits will be performed by independent third-party security professionals at Ubisecure's selection and expense.

**Destruction of Personal Data.** Upon the termination of the Master Agreement or at the Data Controller's choosing, we shall at our own cost delete all Personal Data unless applicable law requires it to be stored. We may use our default Service Retention Periods for certain data types before deleting all data completely.

## **RIGHTS AND RESPONSIBILITIES OF THE DATA CONTROLLER**

The Data Controller shall

- process the Personal Data in compliance with the Data Protection Laws and good data processing practice;

- give documented and binding instructions to the Data Processor on the processing of Personal Data;

- at all times retain the control and authority to the Personal Data; and

- at all times retain title and intellectual property rights and other rights to Personal Data.

- maintain accurate contact information (email address) for Data Processor for important communications, such as Data Subject requests and data breach notifications

## **DATA TRANSFERS**

You authorise us to transfer Your Controlled Data away from the country in which such data was originally collected. In particular, you authorise us to transfer Your Controlled Data to Finland and to all Sub-Processors specified in Annex 1, if any. We will not transfer Your Controlled Data to outside of the EEA without your prior written consent.

## **CATEGORIES OF PERSONAL DATA**

The categories of Personal Data processed by the Data Processor and any Sub-Processor(s) are set out in Annex 1. The Data Processor and any Sub-Processor(s) may process such Personal Data only as long as the services are provided under the Agreement, and as long as one or more Parties have a right or obligation to process such data.

## **LIABILITY AND INDEMNIFICATION**

The Parties agree that any Data Subject who has suffered damage as a result of any breach of this DPA is entitled to seek compensation primarily from the Party who has breached this DPA. If the other Party has paid damages to any Data Subject that are partly or fully attributable to the other Party, the former is entitled to claim back the relevant part of the damages from the latter.

Notwithstanding any limitations of liability, the parties agree that the Data Processor shall only be liable for any direct damages up to one million Euro, resulting from the Data Processor's breach of this DPA.

## NOTICES

Notices regarding any dispute, claim or controversy arising out of or relating to this DPA and its annexes, or the breach, termination or validity thereof shall be deemed sufficient if made in writing and delivered by registered mail, by courier or by email to the recipient at the address specified below or at other address that the receiving Party has supplied in writing. Each Party is entitled to change their contact persons by informing in writing the other Party thereof. Also notices regarding any Personal Data Breaches and changes in data processing shall be made to the following Customer contact:

If to the Customer: \_\_\_\_\_

If to the Data Processor: security(a)ubisecure.com

## TERM AND TERMINATION

This DPA shall automatically terminate upon any termination or expiration of the Master Agreement, AND all the Personal Data is, at the Data Controller's choosing, either deleted or returned to the Data Controller, unless Law requires it to be stored in part or in whole. If separate assignments for processing of Personal Data independent of the Agreement have been concluded by and between the Parties in accordance with the form in Annex 1, this DPA shall automatically terminate when the Agreement and all such separate assignments have terminated or expired. The Data Processor shall certify that the actions have taken place and, upon request, provide the Data Controller with technical evidence of permanent destruction of all Personal Data.

The terms and conditions of this DPA which are meant to survive the termination or expiry of this DPA shall survive such termination or expiry and be binding between the Parties. In particular, termination or expiration of this DPA shall not discharge the Processor from its confidentiality obligations and the Processor agrees to, even after the termination or expiry of this DPA, to perform all its legal obligations as the Processor and to assist the Controller in its performance of its legal obligations pursuant to the Data Protection Laws. To the extent that the Personal Data is processed by the Processor, for whatsoever reason, after the termination or expiration of the Agreement, this DPA shall continue to apply to such processing for as long as such processing is carried out, unless agreed otherwise.

## APPLICABLE LAW AND SEVERABILITY

This DPA shall in all respects be governed by and interpreted in accordance with the laws of Finland apart from its conflict of laws provisions. If any provision of this DPA shall be invalid, unenforceable or ineffective for any reason whatsoever, all other provisions hereof shall be and remain in full force and effect.

## SIGNATURES

AS WITNESS this DPA has been duly executed by the Parties on the date stated at the beginning of this DPA.

### Data Processor

### Data Controller

Ubisecure Inc.

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX 1

Personal Data Processing categories, purposes, and Sub-Processors.

### CATEGORIES OF PROCESSING

- Ubisecure IDaaS (Identity and Access Management Service)
- Ubisecure IDaaS Product Support Services

### CATEGORIES OF DATA SUBJECTS

The Data Processor processes Personal Data on the following categories of Data Subjects (please select only the options relevant to the processing carried out under the DPA):

- ☐ Employees, including job applicants and agency contract workers
  - ☐ Customers and customer employees
  - ☐ Potential customers and employees of potential customers
  - ☐ Partners, such as suppliers and their employees
  - ☐ Other, please specify:
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### TYPES OF PERSONAL DATA

The Data Processor processes Personal Data on the following categories of Data Subjects (please select only the options relevant to the processing carried out under the DPA):

- ☐ *Name and other identification information* such as first name, last name, home address, email address, telephone number, and/or mobile number
  - ☐ *Individualisation data* such as date of birth, nationality, sex, and/or age
  - ☐ *Employment and human resources data* such as title, employment history, employee assessments, disciplinary actions, communications, salary, bank account number and/or training data
  - ☐ *National identification number or equivalent government-issued unique identifier*
  - ☐ *Technical or security data* such as IP addresses, other technical identifiers, metadata, and/or data on technical or security events such as access control log data or system monitoring data
  - ☐ *Special categories of personal data* such as trade union membership, health data, biometrics, political opinions, racial or ethnic origin and/or criminal convictions
  - ☐ *Other*, please specify:
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### SUB-PROCESSORS

- Amazon Web Services, Ireland (Ubisecure IDaaS hosting provider, Ubisecure IDaaS Product Support Services)
  - Contracting entity is Amazon Web Services EMEA SARL (wholly owned subsidiary of Amazon.com, Inc), which is subject to the laws of the Grand Duchy of Luxembourg with the courts in the district of Luxembourg City.
- Atlassian, Ireland and Germany (Ubisecure IDaaS Product Support Services)