



# Data Processing Agreement

The user of the Snoobi Analytics Service, hereinafter referred to as 'Data Controller' and Snoobi Technology B.V., registered with the Dutch Chamber of Commerce under number 72508256, hereinafter referred to as 'Data Processor', collectively called 'Parties',

## **Taking into account that**

- The Data Controller possesses personal data of various parties involved,
- The Data Controller wants the Data Processor to carry out certain forms of Processing,
- The Data Processor is willing to do so and is also prepared to comply with obligations regarding security and other aspects of the General Data Protection Regulation, in so far as this is within his power,
- The Data Controller subscribes to this Data Processing Agreement by requesting an account for the Snoobi Service and placing the script,
- The parties wish to record their rights and obligations in writing,

## **Have agreed as follows:**

### **Article 1. Purposes of processing**

1. The Data Processor undertakes to process personal data under the terms of this Data Processing Agreement on behalf of the Data Controller. Processing will only take place in the context of the analysis of the websites of the Data Controller, as well as all associated online services, the storage of data from the Data Controller in the 'cloud', plus objectives that are reasonably related thereto.
2. The Data Processor will not process the personal data for any other purpose than as determined by the Data Controller. The Data Controller will inform the Data Processor of the processing purposes in so far as these have not already been mentioned in this agreement or are directly related to the Snoobi Service.
3. The personal data to be processed on behalf of the Data Controller remain the property of the Data Controller and / or the relevant parties involved.

### **Article 2. Obligations of the Data Processor**

1. With regard to the processing referred to in Article 1., Data Processor shall ensure compliance with applicable laws and regulations, in any case including the laws and regulations relating to the protection of personal data, such as the GDPR.
2. On first request, the Data Processor will inform the Data Controller of the measures it has taken regarding its obligations under this Data Processing Agreement.
3. The obligations of the Data Processor arising from this Data Processing Agreement also apply to those who process personal data under the authority of the Data Processor, including but not limited to employees, in the most comprehensive sense of the word.
4. The obligations of the Data Processor only apply to those parts of the analyses which the GDPR relates to. Not on any anonymous analysis or anonymized data.

### **Article 3. Transfer of personal data**

1. The Data Processor may process the personal data in countries within the European Union. Data Processor may not transfer the personal data to a country outside the European Union without the explicit written agreement by Data Controller.
2. The Data Controller guarantees that, in view of the circumstances that affect the transfer of personal data or a category of data transfers, there

is an appropriate level of protection for countries outside the European Union for which the Data Controller requests the transfer of data.

3. In particular, when determining an appropriate level of protection, Data Processor will take into account the duration of the intended processing, the country of origin and the country of final destination, the general and sectoral rules of law applicable in the country concerned, as well as the rules of professional life and safety measures that are observed in those countries.
4. The Data Processor declares that processing takes place within the European Union and by European Service Providers.
5. Data for certain Finnish public sector or other Data Controllers may be restricted to storage and processing within Finland on request.

### **Article 4. Division of responsibility**

1. The authorized processing operations will be carried out by employees of the Data Processor within an automated environment.
2. The Data Processor is only responsible for the processing of the personal data under this Data Processing Agreement, in accordance with the instructions of the Data Controller and under the express (final) responsibility of the Data Controller. For the other processing of personal data, in any case included but not limited to the collection of the personal data by the Data Controller, processing for purposes not reported to Data Processor by the Data Controller, processing by third parties and / or for other purposes, Data Processor is explicitly not responsible.
3. The Data Controller guarantees that the content, the use and the instructions for the processing of the personal data as referred to in this Agreement are not unlawful and do not infringe any right of third parties.

### **Article 5. Security**

1. The Data Processor shall endeavor to take sufficient technical and organizational measures with regard to the processing of personal data, against loss or against any form of unlawful processing (such as unauthorized inspection, violation, alteration or provision of the personal data).
2. The Data Controller declares to have taken sufficient measures to allow access to data only to authorized persons.
3. Data Processor has taken at least the following measures:
  - Encryption (enciphering) of digital files with personal data;
  - Security of network connections via Secure Socket Layer (SSL) technology;
  - Data Processor guarantees that access to digital personal data is only permitted for those employees who must have access to that data, due to the nature of their work;
  - Data Processor ensures that employees with access to digital personal data take all reasonable measures to prevent unauthorized access to these data.
4. The Data Processor does not guarantee that the security is effective under all circumstances. If an explicitly described security item is missing in the Data Processing Agreement, Data Processor will endeavor to ensure that security will meet a level that is not unreasonable, in view of the state of the art, the sensitivity of the personal data and the costs associated with arranging security.
5. The Data Controller will only make personal data available to Data Processor for processing if it has ensured that the required security measures by Data Controller have been taken.

## **Article 6. Obligation for reporting**

1. In the event of a breach in security by Data Controller, the Data Controller will inform the Data Processor about the event and the Data Processor will take immediate action to resolve the problem in so far as it is related to the Snoobi Service.
2. In the event of a breach in security and / or a data breach, the Data Processor will inform the Data Controller about this, as a result of which the Data Controller will inform relevant parties involved without delay.
3. Reporting should always be done.
4. The duty to report includes at least the reporting of the fact that there has been a leak, as well as:
  - What is the (alleged) cause of the leak
  - What is the consequence (as yet known and / or expected)
  - What is the (proposed) solution

## **Article 7. Handling requests from parties involved**

1. In the event a party ('Data Subject') involved submits a request to exercise his/her legal rights to the Data Processor, the Data Processor will forward the request to the Data Controller and the Data Controller will further process the request. The Data Processor may inform the requesting party about this.
2. The Data Processor may pass on the costs for processing the request to the Data Controller.

## **Article 8. Confidentiality**

1. All personal data that Data Processor receives from the Data Controller and / or collects in the framework of this Data Processing Agreement, are subject to a confidentiality obligation towards third parties. The Data Processor will not use this information for any purpose other than that for which it was obtained.
2. This duty of confidentiality does not apply in so far, the Data Controller has given explicit permission to provide the information to third parties, if the provision of the information to third parties is logically necessary given the nature of the assignment and the execution of this Data Processing Agreement, or if there is a legal obligation to provide the information to a third party.

## **Article 9. DPIA and Audits**

1. No Data Protection Impact Assessment ('DPIA') is necessary for the data collected by Data Processor as the collected data do not constitute a great privacy risk.
2. In view of point 9.1 the Data Controller is not entitled to carry out audits.

## **Article 10. Liability**

1. The liability of the Data Processor for damage as a result of an imputable shortcoming in the fulfillment of the Data Processing Agreement, or from an unlawful act or otherwise, is limited per event (a series of consecutive occurrences are considered to be one event) to the compensation of direct damage, to a maximum of the amount of the fees received by the Data Processor for the activities under this Data Processing Agreement for the month prior to the event causing the damage. The liability of Data Processor for direct damage will never exceed the total amount of EUR 2,500 (liability total).
2. Direct damage is exclusively understood to mean all damage consisting of:
  - a. damage directly caused to objects ('property damage');
  - b. reasonable and demonstrable costs to summon the Data Processor

to carry out the Data Processing Agreement properly (again);

- c. reasonable costs to determine the cause and extent of the damage in so far as related to the direct damage as referred to here;
  - d. reasonable and demonstrable costs incurred by the Data Controller to prevent or limit the direct damage as referred to in this article.
3. The liability of the Data Processor for indirect damage is excluded. Indirect damage is understood to mean all damage that is not direct damage and therefore in any case is, but not limited to, consequential loss, lost profit, missed savings, reduced goodwill, loss due to business stagnation, damage due to not achieving marketing objectives, damage related to the use of data or data files instructed by the Data Controller, or loss, mutilation or destruction of data or data files.
  4. The exclusions and limitations referred to in this article shall no longer be valid if and in so far as the damage is the result of intent or willful recklessness on the part of the Data Processor.
  5. Unless performance by Data Processor is permanently impossible, the liability of Data Processor due to imputable shortcoming in the performance of the Agreement only arises if the Data Controller immediately gives written notice to the Data Processor, setting a reasonable term to resolve the shortcoming, and Data Processor after that term remains having accountable shortcomings in the fulfillment of its obligations. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that the Data Processor is given the opportunity to respond adequately.
  6. Any claim for compensation by Data Controller against Data Processor that has not been reported in a specified and explicit manner shall expire by the sole expiration of twelve (12) months after the claim arose.
  7. The Data Processor will have adequate insurance during the Data Processing Agreement and hold responsibility for liability in accordance with this article.

## **Article 11. Duration and termination**

1. This Data Processing Agreement is established by the first use of the Data Controller of the Snoobi service to be delivered by the Data Processor, or on the date of the last signature, whatever comes first.
2. This Data Processing Agreement has been entered into for the term of the agreement with the Data Processor and will automatically and tacitly be renewed after expiry of that term for the same duration, unless one of the Parties has terminated the related Snoobi Service. A notice period as stated in the General Terms and Conditions of the Data Processor must be observed.
3. As soon as the Data Processor Agreement has been terminated, for whatever reason and in whatever way, the Data Processor will remove and / or destroy all personal data that are present at its disposal and any copies thereof according to the standard operational procedures, or at first demand by Data Controller.
4. The Parties may only change this agreement by mutual consent.

## **Article 12. Applicable law and settling disputes**

1. The Data Processing Agreement and its implementation are governed by Dutch law.
2. All disputes that may arise between the Parties in connection with the Data Processing Agreement shall be submitted to the competent court for the district in which the Data Processor is established.