Data Processing Agreement

This Data Processing Agreement (**DPA**) is an annex to the General Terms and Conditions, available on the Leadinfo website via https://www.leadinfo.com/nl/legal/eula/ (**General Terms and Conditions**). Therefore, this DPA forms an integral part of the General Terms and Conditions (altogether: **Agreement**) between Leadinfo B.V., registered with the Chamber of Commerce under number 78116643 (**Processor** or **Leadinfo**) and the company that has agreed to the Terms and Conditions on your behalf and on the basis of which your company is using Leadinfo's services, as registered in Leadinfo's systems (**Controller**).

1   DEFINITIONS

Definitions	
Approved Measure	means binding corporate rules, a code of conduct or certification mechanism as meant in article 46 of the GDPR.
EC Standard Contractual Clauses	means the EC standard contractual clauses as approved or adopted by the European Commission in accordance with article 46.2 (c) and (d) GDPR.
Data Subjects	means the natural persons whose Personal Data is processed under the Agreement by Processor or Sub-Processor on behalf of Controller.
DPA	means this data processing agreement.
GDPR	means the EU General Data Protection Regulation 2016/679/EC and any related and applicable national implementation legislation.
e-Privacy Law	means the e-Privacy Directive 2009/136/EC and the Dutch Telecommunications Act (*Telecommunicatiewet*) or any other applicable national implementation legislation.
Non-Adequate Country	means a country that is deemed not to provide an adequate level of protection of Personal Data within the meaning of article 45 GDPR.
Personal Data	has the meaning as described in article 4 (1) GDPR, and in as far as processed by Processor or a Sub-Processor under the Agreement.
Personal Data Breach	has the meaning as described in article 4 (12) GDPR.
Sub-Processor	means any third party that processes Personal Data under the instruction or supervision of Processor but that does not fall under the direct authority of Processor.

Third Party	Means any party other than the parties to the Agreement or Sub-Processors.
Other definitions	Next to definitions as provided in Clause 1, terms used in the DPA have the same meaning as those used in the Agreement, unless explicitly provided otherwise.

2 DESCRIPTION OF THE SERVICES

2.1 The subject-matter of the DPA is the processing of Personal Data by Processor on behalf of Controller and in accordance with Controller's written instructions as described in the Agreement, this DPA or otherwise in writing. This includes the processing activities as described in Exhibit 1.

2.2 For the avoidance of doubt, Leadinfo acts as the Processor for the processing activities specified in Clause 2.1, which are covered by this DPA. For other processing activities, such as maintaining and enriching the Leadinfo database, Leadinfo acts as a Controller. The processing activities performed by Leadinfo in its capacity as a Controller do not fall under the scope of this DPA.

2.3 The term of the DPA is the same as the term of the General Terms and Conditions. This DPA terminates when the General Terms and Conditions terminate, unless Processor continues to process Personal Data on behalf of Controller. In that case, this DPA will terminate when Processors ceases to process Personal Data on behalf of Controller.

3 INSTRUCTIONS

3.1 Processor shall process Personal Data as described in this DPA only (i) on behalf and for the benefit of Controller, (ii) in accordance with Controller' written instructions and (iii) for the purposes authorized by the Agreement, this DPA or otherwise in writing by Controller. Provisions in the General Terms and Conditions and this DPA relating to the processing of Personal Data are Controller's instructions to Processor for Processing the Personal Data.

3.2 Other than described in Clause 2.2. of this DPA, Processor shall not process Personal Data further than as instructed in writing and as strictly necessary for the performance of the Agreement, or as required by applicable EU or EU member state law. In case of such requirement of EU or EU member state law, Processor shall inform Controller of that legal requirement before the processing takes place, unless that law prohibits such information on important grounds of public interest.

4 COMPLIANCE WITH THE GDPR

4.1 Processor shall comply with the GDPR when processing Personal Data.

4.2 Controller shall comply with the GDPR and e-Privacy Law when giving instructions to Processor in relation to the processing of Personal Data by Processor. In particular, Controller guarantees that it (i) has a valid legal ground for the processing of Personal Data by Leadinfo, (ii) has obtained the consent as necessary under the e-Privacy Law and (iii) has been sufficiently transparent to the Data Subjects with respect to the Processing of Personal Data by Leadinfo as required by the GDPR and e-Privacy Law.

5 NON-DISCLOSURE AND CONFIDENTIALITY

5.1 Processor shall keep Personal Data confidential and shall not disclose Personal Data in any way to any Third Party without the prior written approval of Controller, except where such disclosure is required for the performance of the Agreement or the processing by a Sub-Processor, or where Personal Data need to be disclosed as required for audit purposes as described in Clause 11.

5.2   Processor shall ensure that any person working under the direct authority of Processor is committed to respect and maintain the confidentiality of the Personal Data.

6   SECURITY

6.1   Processor shall implement and maintain appropriate technical and organisational security measures to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. The security measures shall take into account the state of the art, the costs of the implementation and the nature, scope and context and purposes of the processing under the Agreement as well as the risk of likelihood and severity for the invasion of rights of the Data Subjects. These measures are available via [website link].

6.2   Acknowledging that the measures as described in Clause 6.1 are subject to technical progress and development, parties agree that Processor is authorised to implement adequate alternative technical and organisational measures provided, however, that such measures shall not materially fall short of the level of security as described in article 6.1.

7   SUB-PROCESSORS

7.1   Processor shall only permit Sub-Processors to process Personal Data with the general prior written consent of Controller, which shall not be unreasonably delayed or withheld. Processor will remain fully liable to Controller for the Sub-Processor's performance of this DPA.

7.2   Processor shall ensure that Sub-Processors are contractually bound to terms which offer at least the same level of protection for Personal Data as those set out in this DPA.

7.3   Controller is deemed to have consented in writing to the processing of Personal Data by the Sub-Processors as listed in Exhibit 2 of this DPA. Processor shall inform Controller of any intended changes concerning the addition or replacement of other processors, thereby giving Controller the opportunity to object to such changes, which objection shall never be unreasonable. Failing the Controller's objection within one (1) month, it will be deemed to consent to the engagement of the relevant Sub-processor.

7.4   If the Controller objects to the engagement of a new Sub-processor, the Processor and the Controller will consult to find a reasonable alternative for the relevant Processing. Any additional costs incurred in the agreed alternative will be payable by the Controller.

8   COOPERATION OBLIGATIONS

8.1   Insofar as this is possible and taking into account the nature of the processing, Processor shall cooperate and assist Controller by appropriate technical and organizational measures in cases where Data Subjects wish to exercise their rights of access, rectification, erasure, restriction or data portability.

8.2   Processor shall promptly inform Controller of any complaints, requests or enquiries received from Data Subjects directly. Processor shall not respond to such Data Subjects except where specifically instructed by Controller in writing.

8.3   Processor shall cooperate with and assist Controller – taking into account the nature of the processing and the information available to Processor – in as far as this is necessary for Controller to be able to comply with its data protection impact assessment and prior consultation obligations under the GDPR.

9   PERSONAL DATA BREACHES

9.1   Processor shall inform Controller without undue delay but in any case at least within 48 hours after becoming aware that a Personal Data Breach has occurred. The notification shall be send to the main contact details of Controller as known by Processor at that time. .

9.2 In the event of a Personal Data Breach, Processor shall promptly take required and appropriate measures to remediate the Personal Data Breach. Furthermore, Processor shall provide Controller with all relevant information as reasonably requested by Controller regarding the Personal Data Breach and provide any other assistance as reasonably required by Controller to allow Controller to comply with any possible notification obligations in this respect.

10 RETURN AND DESTRUCTION OF PERSONAL DATA

10.1 Upon termination of the Agreement or at the written request of Controller, Processor shall, at the option of Controller, return the Personal Data and all copies thereof to Controller and/or shall securely destroy such Personal Data and all copies thereof, except to the extent applicable EU or EU member state law provides longer storage. In such case:

(a) Processor shall inform Controller of such legal obligation, shall keep the Personal Data confidential and shall only process the Personal Data to the extent required by the applicable EU or EU member state law.

(b) Controller shall reimburse any costs associated with the foregoing to Processor.

10.2 Any request of deletion or return of Personal Data under this Clause 10 will be performed by Processor within a reasonable timeframe after the date of the request. Controller may require Processor to confirm in writing that Processor has returned or destroyed all Personal Data and copies thereof in accordance with Controller's request.

11 COMPLIANCE AND RIGHT OF AUDIT

11.1 Controller shall have the right to verify Processor's compliance of the obligations under this DPA. Any such inspection will be conducted by Controller or on behalf of Controller by a qualified auditor. Processor shall make all information relevant to the processing of Personal Data available for the audit and provide all assistance reasonably required for the audit. Controller shall bear its own costs of the audit, unless the Controller can demonstrate that Processor was in a material breach of the DPA, in which case Processor shall cure that breach and reimburse Controller for all reasonable costs for the audit.

11.2 Controller shall:

(a) give Processor reasonable notice of the intention to have an audit performed pursuant to Clause 11.1;

(b) ensure that such audit is performed in compliance with Processors' confidentiality provisions;

(c) ensure such audit does not unreasonably interfere with the Processor's business operations; and

(d) conduct not more than one inspection or audit per year, unless the Controller has a reasonable pressing reason to conduct more inspections/audits.

12 INTERNATIONAL DATA TRANSFER

12.1 Any transfer of Personal Data to a Sub-Processor located in a Non-Adequate Country shall be governed by the terms of the appropriate EC Standard Contractual Clauses as concluded between Processor and Sub-Processor or by another transfer mechanism as included in Chapter 5 of the GDPR.

12.2 Clause 12.1 will not apply if the transfer is, or the transfers are covered by Approved Measures applicable to Sub-Processor. When becoming aware that the Sub-Processor no longer maintains the Approved Measure, Processor will ensure that the necessary EC Standard Contractual Clauses are concluded in absence of the Approved Measure.

13   LIABILITY

13.1   Controller and Processor expressly agree that Parties shall only be liable in accordance with the provisions set out in the General Terms and Conditions in Clause 6.

13.2   In deviation of Clause 13.1, Controller shall indemnify, keep indemnified and hold harmless Processor against any claims, damages and losses of any Third Parties, including Data Subjects and enforcement actions of Data Protection Authorities, to arising out of or resulting from Controller's failure to comply with Clause 4.2 (i)-(iii).

14   OTHER TERMS AND CONDITIONS

14.1   If any provision of the DPA conflicts with one or more provisions of the General Terms and Conditions the provision of this DPA prevail.

Exhibit 1 – Description of processing activities

1. Purposes

Processor processes Personal Data to match Personal Data - collected through Controller's website(s) - with existing data - maintained by Processor - in order to provide the services as agreed in the General Terms and Conditions. This will specifically relate to the following purposes:

- enabling integration of sales enablement tools (e.g. email services or CRM-tools);

- enabling lead enrichment;

- enabling engagement tracking and (shared) content tracking; and

- enabling usage analysis.

2. Nature

The nature of the processing of the Personal Data consists of, inter alia, collecting, accessing, storing, transferring, and deleting the Personal Data to provide the services as further described in the Agreement.

3. Categories of Personal Data and Data Subjects

The categories of Personal Data processed by Processor on behalf of Controller consists of all Personal Data collected from the Data Subjects (e.g., potential customers, website visitors, employees of companies that have visited Controllers' website) and Controller in order for Processor to provide the services as described in the Agreement, including (where applicable):

By using the Leadinfo Platform
- IP address;

Optional: By enabling and using extended features such as email and link tracking, email automation, or LinkedIn automation services
- [name;
- email address;
- telephone number;
- job title, department, and seniority;
- subject of email;
- content of the message, only during the transmission of the data through our service;
- until the effective delivery of the email;
- date and Ime at which the email was sent;
- the location where the email was opened;
- device's IP address (stored in a de-identified format);
- device location (general region);
- device type;
- operating system and browser type;
- referring URL and domain;
- confirmation of opening;
- opening history (number, date and time) of the email received;
- number of links included in the email;
- text and URL of such links; and

- history of clicks (number, date and Ime) made on the links contained in the email.

Exhibit 2 – Approved Sub-Processors

- Amazon Web Services EMEA SARL. – hosting and infrastructure – Luxembourg