

DATA PROCESSING AGREEMENT

Between

The Client of datumo (the “**Client**”)

and

U-Hopper S.r.l., Via Merano 8, Malè (TN) (the “**Data Processor**”)

(together as the “**Parties**”)

WHEREAS

(A) datumo is a SaaS solution that cleans, updates and enhances customers’ information contained in the CRM

(B) The Client acts as a Data Controller.

(C) The Client wishes to use datumo, which implies the processing of personal data by the Data Processor.

(D) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(E) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1. Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:
- 1.2. “Agreement” means this Data Processing Agreement and all Schedules;
- 1.3. “Client Personal Data” means any Personal Data Processed by the Data Processor on behalf of the Client;
- 1.4. “Contracted Processor” means a Subprocessor;
- 1.5. “Services” means the use of the Online Demo of datumo
- 1.6. “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

- 1.7. "EEA" means the European Economic Area;
- 1.8. "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.9. "GDPR" means EU General Data Protection Regulation 2016/679;
- 1.10. "Data Transfer" means:
 - 1.10.1. a transfer of Client Personal Data from the Processor to a Contracted Processor; or
 - 1.10.2. an onward transfer of Client Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);
 - 1.10.3. The return of Client Personal data to the Hubspot Platform is not considered Data Transfer.
- 1.11. "Subprocessor" means any person appointed by or on behalf of the Processor to process Personal Data on behalf of the Client in connection with the Agreement.
- 1.12. The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Client Personal Data

- 2.1. Processor shall:
 - 2.1.1. comply with all applicable Data Protection Laws in the Processing of Client Personal Data; and
 - 2.1.2. not Process Client Personal Data other than on the relevant Client's documented instructions.
- 2.2. The Client instructs the Processor to process Client Personal Data.

3. Processor Personnel

3.1. Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Client Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Client Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Client Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2. In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1. Processor shall not appoint (or disclose any Client Personal Data to) any Subprocessor unless required or authorized by the Client.

5.2. Hubspot is not considered Subprocessor.

5.3. The following Subprocessor is authorized:

- Hetzner Online GmbH, Industriestr. 25, 91710 Gunzenhausen, Deutschland.

6. Data Subject Rights

6.1. Taking into account the nature of the Processing, Processor shall assist the Client by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Client obligations, as reasonably understood by Client, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

- 6.2. Processor shall:
 - 6.2.1. promptly notify Client if it receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data; and
 - 6.2.2. ensure that it does not respond to that request except on the documented instructions of Client or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Client of that legal requirement before the Contracted Processor responds to the request.
7. Personal Data Breach
 - 7.1. Processor shall notify Client without undue delay upon Processor becoming aware of a Personal Data Breach affecting Client Personal Data, providing Client with sufficient information to allow the Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
 - 7.2. Processor shall cooperate with the Client and take reasonable commercial steps as are directed by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
8. Data Protection Impact Assessment and Prior Consultation Processor shall provide reasonable assistance to the Client with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Client reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.
9. Deletion or return of Client Personal Data
 - 9.1. Subject to this section 9, Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Client Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Client Personal Data.
 - 9.2. Anyway, Processor shall promptly delete Client Personal Data once returned to the Controller.

10. Audit rights

- 10.1. Subject to this section 10, Processor shall make available to the Client on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Client or an auditor mandated by the Client in relation to the Processing of the Client Personal Data by the Contracted Processors.
- 10.2. Information and audit rights of the Client only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

- 11.1. The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Client. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

- 12.1. Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that: (a) disclosure is required by law; (b) the relevant information is already in the public domain.
- 12.2. Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address info@u-hopper.com.

13. Governing Law and Jurisdiction

- 13.1. This Agreement is governed by the laws of Italy.
- 13.2. Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Trento.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.