1   INTRODUCTION

1.1   This data processing agreement ("**DPA**") governs the personal data processing conducted by Evocon OÜ, a company established under the laws of Estonia, with registry code 12977378, registered address Kompanii tn 2, 51007 Tartu, Estonia as a data processor ("**Processor**") on behalf of the Customer, acting as personal data controller ("**Controller**") within the scope of providing the Services and/or Software ("**Services**") under the Service Agreement together with its annexes (if applicable) (altogether "**Agreement**").

1.2   The Parties acknowledge that this DPA and processing activities conducted under the Agreement in relation to the personal data are governed by the Regulation (EU) 2016/679 of the European Parliament and of the Council ("**GDPR**") and other relevant legislative acts and supervisory authorities' guidelines, governing the processing of personal data (altogether with the GDPR "**Legislation**").

1.3   All and every term, unless specifically defined herein, is being used in the meaning of the GDPR or the Agreement. For matters not stipulated in this DPA, the Agreement applies, including but not limited to limitations to liability. In the event of a conflict or ambiguity between the Agreement and this DPA, this DPA prevails.

2   PROCESSING OF THE PERSONAL DATA

2.1   The Processor shall process personal data only in accordance with the documented instructions of the Controller, including the instructions provided by the Controller in the Agreement, DPA and annexes thereto, unless required to do so by the Legislation to which the Processor is subject. In such case, the Processor shall inform the Controller of that legal requirement before processing, unless the Legislation prohibits this on important grounds of public interest.

2.2   The Processor's personal data processing's subject-matter, nature, types of personal data and categories of data subjects and duration are specified in Annex 1 (**Annex 1** – description of the processing and sub-processors).

3   RIGHTS AND OBLIGATIONS OF THE CONTROLLER

3.1   The Parties hereby agree that the Controller shall:

    3.1.1   ensure that all instructions for the processing of the personal data under the Agreement, this DPA or as otherwise agreed or stipulated shall comply with the Legislation, and such instructions will not in any way cause the Processor to be in breach of the Legislation;

    3.1.2   comply with the Legislation, including ensure the accuracy, quality and lawfulness of the personal data processed by the Processor and inform the data subjects of the processing operations carried out by the Processor;

    3.1.3   notify the Processor prior to concluding the Agreement if the Controller requires the Processor to adopt specific procedures, regulations, security measures or similar. Notwithstanding the foregoing, the Processor is entitled to invoice the Controller separately for complying with any such requests of the Controller.

4   RIGHTS AND OBLIGATIONS OF THE PROCESSOR

4.1   The Parties hereby agree that the Processor shall:

    4.1.1   process the personal data on behalf of the Controller based on documented (e.g., received *via* e-mail or any other documented form) instructions given, received and updated (including the ones regulated herein), from time to time, from the Controller and in accordance with the Legislation;

    4.1.2   notify the Controller without undue delay if in the Processor's opinion instructions given by the Controller pursuant to Section 2.1 of this DPA infringe the Legislation;

4.1.3 ensure that all of its employees, subcontractors, members of the management board, or other persons to whom the Processor has provided access to the personal data are subject to confidentiality obligation or to an appropriate statutory confidentiality obligation and are aware of their duties and obligations in relation to the personal data processing;

4.1.4 engage sub-processors only in accordance with Section 6 of the DPA;

4.1.5 not transfer personal data outside the European Union or European Economic Area ("**EU/EEA**"), except in case such transfer is in accordance with Section 7 of the DPA;

4.1.6 take measures required pursuant to Article 32 of the GDPR and the Legislation, including implement the appropriate technical and organizational measures to ensure a level of security appropriate to the risk related to processing of the personal data and avoid alteration, loss or non-authorized processing thereof or access thereto. The Processor has the right to change and update from time to time and as seen necessary by the Processor any and all technical and organizational measures applied at the moment of concluding this DPA;

4.1.7 not communicate to the data subjects nor perform the data subject's request directly and independently. The Processor shall forward any requests received from the relevant data subjects for exercising any of their rights to the Controller as soon as reasonably possible after the receipt of such a request;

4.1.8 provide assistance to the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to the data subject's requests for exercising their rights laid down in Chapter III of the GDPR;

4.1.9 support the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, to the extent that it is reasonable, appropriate and not unduly burdensome while taking into consideration the nature of personal data processing and the information available to the Processor;

4.1.10 make available to the Controller all information necessary to prove the fulfilment of the obligations arising from the DPA and the Legislation, and contribute to audits performed in accordance with Section 5;

4.1.11 notify the Controller in a form reproducible in writing without undue delay, but no later than within 48 hours after becoming aware of a personal data breach concerning personal data processed by the Processor on the basis of the DPA. Such notification shall contain at least the description of the nature of the breach, categories and approximate number of data subjects and data records concerned (as required in Article 33 (3) of the GDPR). For clarity, a personal data breach as such shall not automatically mean the Processor's infringement of this DPA, the Agreement and the Legislation, provided that the necessary procedures as defined in this DPA, the Agreement and the Legislation have been duly applied by the Processor;

4.1.12 delete or return personal data to the Controller according to Section 8 of the DPA.

4.2 The Processor is entitled to invoice the Controller for additional costs and remuneration, in addition to the fees provided under the Agreement, for fulfilling its obligations under Sections 4.1.8, 4.1.9, 4.1.10 of the DPA in case the Processor assesses the costs for fulfilling its obligations to be excessive and unreasonable (e.g. due to the repetitive nature of the requests, volume of data to be processed, necessity to compile systematically structured data sets according to the instructions of the Controller which requires additional work). The Processor shall notify the Controller of such costs in advance and prior to issuing such invoices. The invoices shall be issued and paid, adhering to the invoicing regulations agreed in the Agreement.

4.3 The Processor acknowledges that according to Article 28 (10) of the GDPR the Processor shall be considered a separate controller if it goes beyond the instructions of the DPA and the Agreement and thus itself determines the purposes and means of processing.

5 **AUDITING RIGHTS**

5.1   Upon the Controller's reasonable request in a form reproducible in writing, the Processor shall provide the Controller with all information necessary (which may be redacted to remove confidential commercial information not relevant to the requirements of this DPA) to demonstrate compliance with the obligations laid down in the DPA, within thirty (30) calendar days of receipt of such request.

5.2   Where, in the reasonable opinion of the Controller, such information is not sufficient to meet the obligations of Article 28 of the GDPR, the Controller may, upon sixty (60) calendar days prior notice in a form reproducible in writing to the Processor and upon reasonable grounds, conduct an audit by an independent third-party auditor mandated by the Controller. Any costs for conducting the audit shall be borne by each Party themselves.

5.3   Any audit shall be solely limited to confirming the Processor's compliance with its data protection obligations under this DPA, and shall exclude all information data and content which relates to: (i) any other clients, agents, or partners of the Processor; (ii) any of the Processor's internal accounting or financial information; (iii) any trade secrets; (iv) any data that is being accessed for any reason other than the good faith fulfilment of the Controller's rights under this DPA.

5.4   The notification provided according to Section 5.2 shall contain a proposal for an auditing plan. If parts of the requested scope of the audit are covered by an audit report carried out by a qualified third-party auditor within the last twelve (12) months, the Processor is entitled to provide to the Controller such report instead of the proposed audit.

5.5   Any audit shall be performed during the Processor's regular business hours and the performance of the audit must not interrupt the Processor's business. Furthermore, in order to minimize the operational disturbances, the Processor can combine the audit with audits conducted on behalf of other clients or resellers.

5.6   Any audit must be carried out in a manner that does not disrupt, delay or interfere with the Processor's performance of its business and in accordance with the Processor's internal policies. The Controller shall ensure that all participants of the audit are subject to written confidentiality obligation at least to the same extent as provided in the Agreement. Unless prohibited by the Legislation, the Controller must provide a copy of the audit report to the Processor, and the Processor shall be entitled to use the report in other client relationships, e.g. as stated on Section 5.4.

6   USE OF SUB-PROCESSORS

6.1   The Processor is permitted to engage sub-processors for the provision of the Services under the Controller's authorization (general written authorization pursuant to Article 28 (2) of the GDPR) provided hereby. The Controller acknowledges and agrees, that the Processor has engaged the sub-processors identified in Annex 1 (**Annex 1** – description of the processing and sub-processors).

6.2   Should the Processor wish to engage a new sub-processor or replace a current sub-processor with a new sub-processor, then the Processor is obliged to inform the Controller in a form reproducible in writing. Upon having reasonable grounds, the Controller may object, in a form reproducible in writing, to any such additions, changes or replacement within thirty (30) days as of the Processor informing the Controller. If the Controller does not object during such time period, the addition, change or replacement shall be deemed accepted.

6.3   In case the Controller exercises, pursuant to Section 6.2 above, its opportunity to object to the addition or replacement of sub-processor and the Processor does not, under reasonable grounds, agree with such objections, both Parties have the right to terminate the Agreement, together with the DPA by notifying the other Party thirty (30) calendar days in advance. Until the termination of the Agreement, the Processor has the right to use the sub-processor to which the Controller has issued its objections, for the performance of the Agreement and the DPA.

6.4   In the event the Processor engages or replaces a current sub-processor, the Processor shall engage such sub-processor under an agreement at least in a form reproducible in writing containing equivalent obligations as those set out in this DPA and remain fully liable to the Controller for the performance of each sub-processor's obligations.

7   DATA TRANSFERS OUTSIDE THE EU/EEA

7.1   The Controller allows the Processor to transfer the personal data outside of the EU/EEA, including engage any sub-processors, if the Processor transfers personal data to countries in relation to which the European Commission has issued an adequacy decision or if the Processor uses other appropriate safeguards set out in Chapter V of the GDPR (e.g., standard contractual clauses adopted by the European Commission).

7.2   The Controller is entitled to request information from the Processor regarding the countries to which the personal data is transferred to and of the existence or absence of an adequacy decision by the European Commission, or reference to the appropriate safeguards.

7.3   In the event that any of the measures referred to in Section 7.1 are no longer sufficient to satisfy the requirements of the Legislation applicable to the processing of personal data under the DPA to legalize the transfer of personal data outside the EU/EEA, the Processor shall use any reasonable efforts to implement either an alternative transfer mechanism which satisfies the requirements of the Legislation applicable to the processing of personal data under this DPA in order to legalize the transfer of personal data outside the EU/EEA or cease with such transfer.

8   DELETION OR RETURN OF PERSONAL DATA

8.1   After the receipt of the Controller's request in a form reproducible in writing the Processor shall delete or return all of the personal data processed for the provision of the Services according to the Agreement (and any existing copies thereof), unless storage of any personal data is required by the Legislation.

8.2   In the event that the Controller does not render a request as specified in Section 8.1 to either delete or return the personal data, the Processor shall delete permanently all of the relevant personal data within six (6) months as of the end of the provision of the Services to the Controller, unless otherwise agreed upon in a form reproducible in writing. The foregoing cannot be considered an obligation of the Processor to retain the said personal data for a period of six (6) months and the Processor has the right to delete the said data earlier. The Controller takes note that after the period stipulated herein, the said personal data is permanently deleted. The prior obligation does not apply to anonymised data, usage statistics, technical parameters and analyses.

8.3   The Controller acknowledges that the deletion of personal data after the termination of the Agreement and this DPA does not exclude the Processor's right to retain the said data in its backup systems. The Processor shall ensure that applicable safeguards are in place, the personal data is put beyond use in the backup systems and the personal data is subsequently deleted as soon as possible, i.e., on the Processor's next deletion/destruction cycle.

8.4   The Controller acknowledges that the Processor has the right to retain all instructions and other material which relates to the processing of personal data.

9   MISCELLANEOUS

9.1   This DPA becomes effective upon entering into the Agreement by the Parties and is valid until the termination of the Agreement.

9.2   The termination of the DPA takes place according to the Agreement. Termination of the DPA causes automatic termination of the Agreement and *vice versa*. Termination of this DPA does not exempt the Parties from fulfilling their obligations as specified in the Legislation.

9.3   The Controller shall indemnify the Processor against all liabilities, fines and damages in each case arising out of or in connection with any breach by the Controller of any of its obligations under the DPA or the Legislation.

9.4   The Processor is entitled to unilaterally amend this DPA by notifying the Controller of the changes by e-mail at least fourteen (14) calendar days before the amendments enter into force in case it is necessary to comply with the Legislation or any changes thereto. If the Controller does not agree with such amendments, the Processor is entitled to immediately extraordinarily terminate the Agreement and this DPA in order to comply with the Legislation. If necessary to comply with the Legislation, in the period between the issuing of the termination

notice and until the end of the termination of the Agreement, the amendments giving rise to the termination shall be applied fully.

9.5   The Processor is entitled to unilaterally amend the DPA by notifying the Controller of the changes by e-mail at least thirty (30) calendar days before the amendments enter into force. If the Controller does not agree with such amendments, the Controller may terminate the DPA in line with the Agreement.

DPA ANNEX 1 – DETAILS OF DATA PROCESSING AND SUB-PROCESSORS

1   SUBJECT-MATTER OF PROCESSING

The Processor will process the personal data as necessary to provide the Services according to the Agreement.

2   NATURE OF THE PROCESSING

The Processor may conduct the following processing activities: receiving data, including collection, accessing, retrieval, recording and data entry; using data, including analysing by provision of the Services; returning data to the Controller; erasing data, including destruction and deletion.

3   CATEGORIES OF DATA SUBJECTS

The Processor may process personal data of the following categories of data subjects: personnel working in the production line and Controller's end users accessing the Services.

4   TYPES OF PERSONAL DATA

The Processor may process the following types of personal data: Software login usernames, e-mail addresses linked to usernames, shop-floor operator names (optional), IP-addresses. The Processor does not process sensitive personal data.

5   DURATION OF PROCESSING

The Processor will process the personal data as long it is necessary for the provision of the Services.

6   SUB-PROCESSORS

The Processor uses certain sub-processors to assist it in providing the Services as described in the Agreement.

The Processor uses the following sub-processors:

Name/corporate name	Country from where the personal data is accessed	Subcontracted tasks/activities	Suitable safeguards for international data transfers (where applicable)
Amazon Web Services Inc.	Ireland	Third-party hosting provider	N/A
Google Inc.	Ireland	Internal communication, external communication, document storage	N/A
Pipedrive	Estonia	CRM functions	N/A
Brevo	France	Customer communication	N/A
Intercom	Ireland	Customer communication	N/A