

Data Processing Agreement

This Data Processing Agreement (the "DPA") is agreed between Civic Computing Ltd (Civic) and the customer ("Customer"). In case of any conflicts or inconsistencies between this DPA and any other agreement, the provisions in this DPA shall prevail. This Agreement is applicable for all three versions of Cookie Control product. (<https://www.civicuk.com/cookie-control/>)

In consideration of the Customer making the Customer Personal Data available to Civic, Civic hereby agrees to process the Customer Personal Data in accordance with the terms and conditions of this DPA.

1. DEFINITIONS

"Data Controller and Data Processor" shall have the meaning given to it in the relevant Data Protection Laws;

"Data Protection Laws" means

- a. Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "GDPR");
- b. The UK GDPR; and
- c. the EU e-Privacy Directive (Directive 2002/58/EC); and
- d. any and all applicable national data protection laws made under or pursuant to (a), (b), (c);
- e. in each case as may be amended or superseded from time to time.

"Data Subject" means an identifiable individual whose Personal Data is being processed through or in relation to the Services;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

"Customer Personal Data" means the data being processed by Civic on the instruction of, and on behalf of the Customer

"Personal Data" shall have the same meaning as in the Data Protection Laws;

"Non-adequate Country" means a country that is deemed not to provide an adequate level of protection for Personal Data within the meaning of the Data Protection Laws; and

"Services" shall mean the services provided by Civic Cookie Control product in relation to the processing of the Customer Personal Data as described in this DPA.

2. GENERAL OBLIGATIONS OF THE DATA CONTROLLER AND DATA PROCESSOR

The Parties acknowledge that the Customer is a Data Controller and that Civic is a Data Processor. All the Personal Data processed by Civic on behalf of the Customer belongs to the Customer and Civic

shall have no rights to such Personal Data. This DPA sets out the terms and conditions for Civic processing of Personal Data on behalf of the Data Controller.

The Customer agrees to:

- a. act in compliance with Data Protection Laws; and
- b. not intentionally instruct Civic to process Personal Data in a manner that would constitute a breach of Data Protection Laws. If Civic believes an instruction of the Customer to be in breach of Data Protection Laws, Civic must inform the Customer accordingly and Civic is not obligated to carry out the relevant processing until Civic and the Customer have decided on a solution.

Civic agrees to:

- a. process the Personal Data in accordance with this DPA and in compliance with the Data Protection Laws;
- b. not do or omit to do anything which would cause the Customer to breach any of its obligations under the Data Protection Laws;
- c. process the Personal Data only to the extent, and in such manner, as is necessary for the purposes of providing the Services pursuant to Civic Terms & Conditions, this DPA and in accordance with the Customer's written instructions issued from time to time. For the avoidance of doubt, if Civic is ever unsure as to the parameters of the instructions issued by the Customer it will as soon as reasonably possible revert to the Customer for the purpose of seeking clarification or further instructions;
- d. keep the Personal Data strictly confidential and not use or disclose it for any purpose other than the specific activities authorised pursuant to this DPA;
- e. promptly inform the Customer of any request made by the Data Subject or any other third party or authority to access information from Civic which relates to processing of Personal Data.
- f. take appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing and to protect against unauthorised or unlawful processing, accidental loss or destruction of or damage to the Personal Data;
- g. assist the Customer in accordance with section 8 below; and
- h. ensure that all the Customer Personal Data is encrypted or otherwise protected at all times while in the possession or under the control of Civic.

3. CHANGE OF CIRCUMSTANCES AND LAW

If Civic:

- a. determines that they are unable for any reason to comply with its obligations under this Agreement and Civic cannot cure this inability to comply; or
- b. becomes aware of any circumstance or change in the Data Protection Laws, that is likely to have a substantial adverse effect on Civic's ability to meet its obligations under this Agreement;

Civic shall promptly notify the Customer thereof, in which case the Customer will have the right to temporarily suspend the processing until such time the processing is adjusted in such a manner that

the non-compliance is remedied. To the extent such adjustment is not possible, the Customer shall have the right to terminate the relevant part of the processing by Civic.

4. SUBPROCESSORS

1. Customer agrees that Civic may use sub-processors to fulfil its contractual obligations under the Agreement. Where Civic authorizes any sub-processor as described in this Section 4, Civic agrees to impose data protection terms on any sub-processor it appoints that require it to protect the Customer Personal Data to the standard required by applicable Data Protection Laws, such as including the same data protection obligations referred to in Article 28(3) of the GDPR, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the Data Protection Laws.
2. Civic shall make available to Customer the current list of sub-processors utilised, in Appendix 2 . Civic may continue to use those Sub-processors already engaged as at the date of this DPA.
3. Civic will notify the Customer of new sub-processors by email. If, within a reasonable time specified in the notice, Customer notifies Civic in writing of any objections to the proposed appointment based on reasonable grounds relating to data protection: Civic shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed sub-processor. Where such a change cannot be made, notwithstanding anything in the Terms, Customer may by written notice to Civic with immediate effect terminate the relationship. Such termination is without prejudice to any fees incurred by Customer prior to the termination.
4. Where Civic utilises sub-processors, Civic shall remain the Customer's sole point of contact for all matters falling within the scope of this DPA, and shall procure that its sub-processor complies with and is bound by the requirements of this DPA as they apply to Civic.
5. Civic shall procure that all sub-processors used by it in the provision of the Services from time to time under this Agreement execute a confidentiality undertaking on terms that are substantially the same as (and no less onerous than) those set out in this DPA.
6. The Subprocessors listed in Appendix 2 of the DPA are approved for processing of Personal Data under the circumstances specified in this DPA.

5. ACCESS TO THE CUSTOMER'S PERSONAL DATA

1. Civic shall ensure that access to the Personal Data processed by Civic under scope of the Agreement is limited to:
 - a. duly authorised officers, employees, agents and contractors ("Civic Personnel") who need access to the Personal Data to meet Civic's obligations under this DPA; and
 - b. such part or parts of the Personal Data as is strictly necessary for performance of the relevant Civic Personnel's duties.
- b. Civic shall ensure that all Civic Personnel:
 - a. are informed of the confidential nature of the Personal Data;
 - b. have undertaken training in the care, protection and handling of personal data; and

- c. are aware of both Civic's duties and their personal duties and obligations under the Data Protection Laws and this DPA

6. TRANSFER OF PERSONAL DATA

1. Civic shall transfer Personal Data from the European Economic Area (EEA) to outside the EEA, the European Union (EU) or the UK (to the extent that the UK is deemed to be a Non-Adequate Country) only on the basis that Civic shall, and where applicable shall procure that its sub-processor shall, prior to any such transfer: (i) put in place appropriate safeguards to protect the Personal Data including (without limitation), executing with the Data Controller such further documentation as may be necessary for the transfers to be lawful; and (ii) put in place enforceable Data Subject rights and effective legal remedies for Data Subjects as required by the Data Protection Legislation

7. NOTIFICATION AND INCIDENTS AND DATA SECURITY BREACHES

1. Civic shall promptly, without undue delay, inform the Customer if:
 - a. it receives an enquiry or a request for inspection or audit from a public authority relating to the processing of Customer Personal Data, unless Civic is otherwise prohibited by law from making such disclosure;
 - b. it intends to disclose Customer Personal Data to any public authority;
 - c. it receives a request for disclosure of the Customer Personal Data or information relating to the processing of the Customer Personal Data from a third party or a Customer employee, customer or contractor; or
 - d. it detects or reasonably suspects that a Personal Data Breach has occurred.

8. CIVIC'S OBLIGATIONS TO ASSIST THE CUSTOMER

1. Where necessary, Civic shall provide assistance to the Customer in complying with any such request and/or enquiry, investigation or assessment of processing initiated by a Company employee, customer, third party or any relevant public authority.
2. In particular, Civic shall:
 - a. make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the GDPR and upon reasonable notice by Customer and at Customer's expense allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer. Before the commencement of any such onsite audit, Customer and Civic shall mutually agree upon the scope, timing, and duration of the audit, in addition to a reasonable reimbursement rate. Customer shall promptly notify Civic with information regarding any noncompliance discovered during the course of an audit in order to allow Civic to deal with it promptly.
 - b. to the extent legally permitted, notify Customer without undue delay if Civic receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making

9. LIMITATIONS AND EXCLUSION OF LIABILITY

1. Civic excludes any and all liability to the Customer to the maximum extent permitted by law.
2. In any event, Civic's total aggregate liability to the Customer in any given calendar year shall not exceed an amount equal to fifty per cent. (50%) of any fees or charges paid by the Customer to Civic for any services provided by Civic to the Customer in that calendar year.

10. TERM AND TERMINATION

1. Upon termination of the Agreement, Civic shall return all data containing Personal Data to the Data Controller (or to another party in accordance with the Customer's instructions) or, where the Customer so requests, destroy all Personal Data and certify to the Customer that this has been done. Where this is not technically possible or where Civic is prevented from doing so by Data Protection Laws, Civic shall provide a warranty that the Personal Data will remain confidential and will no longer be processed in any other manner than being stored, or, alternatively, will anonymise the data in such a way that makes it impossible to re-identify a data subject.

Appendix 1 - DETAILS OF PROCESSING

REQUIRED INFORMATION REGARDING THE DATA TO BE PROCESSED BY CIVIC

Nature and purposes of the processing

Personal Data is processed for the purposes of:

- providing a mechanism for controlling user consent and the use of cookies on Customer's website
- Management reporting
- Product improvement

Categories of Data Subjects

The personal data to be processed concern the following categories of data subjects:

- Users of the Customer's Website, where they have installed the Cookie Consent Product
- Employees/Agent of the Customer

Categories of Customer Personal Data processed

The personal data to be processed fall within the following categories of data :

- A 36-character UUID string uniquely identifying the user
- The categories of cookies to which the user has selected a consent instruction (accept/decline)
- The date and time of the request
- The anonymised IP address of the user's device
- User-Agent request header (characteristic string that lets servers and network peers identify the application, operating system, vendor, and/or version of the requestor)
- The URL that the user is visiting

Duration of processing

Data is processed for the length of time that you have an agreement with Civic or have the solution installed on your website.

Appendix 2 – Sub-processors

LIST OF APPROVED SUBPROCESSORS

Name	Purpose	Location	Safeguard if not located in the EU
Ireland - Amazon AWS	To store and process the Data Controller consent data.	EU	
Pulsant - ISO27001 accredited Tier 3	To generate the consent data report for the Data Controller.	UK	