

2 Data Processing Obligations.

2.1 **Controller and Processor of Personal Data, Appointment of Processor and Purpose of Processing.**

- 2.1.1 OT will comply with all applicable requirements of the Data Protection Legislation to the extent it imposes obligations upon OT as a Data Processor and expects Customer to also comply with Data Protection Legislation.
- 2.1.2 This DPA applies to the extent Customer is the Controller and OT is the Processor. It also applies to the extent that Customer is a Processor and OT is acting as a (sub) Processor. Where the Customer is a Processor, the Customer confirms that its instructions, including appointment of OT as a Processor or (sub) Processor, have been authorized by the relevant Controller.
- 2.1.3 Appendix 1 of this DPA sets out the scope, nature and purpose of Processing by OT, the duration of the Processing and the types of Personal Data and categories of Data Subjects.

2.2

- 2.2.1 OT will, in relation to any Personal Data it will be Processing under the Principal Agreement and this DPA:
 - a) process such Personal Data solely for the purpose of providing the Services;
 - b) process such Personal Data in accordance with documented and commercially reasonable instructions from the Customer, subject to and in accordance with the terms of the Principal Agreement;
 - c) ensure that the persons authorized by it to process such Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and have received appropriate training on their responsibilities; and
 - d) limit access of OT personnel to the Personal Data undergoing processing to what is necessary for provision of the Services.
- 2.2.2 Customer agrees that the Principal Agreement (including this DPA) are its complete documented instructions to OT for the Processing of Personal Data. Additional instructions, if any, require prior written agreement between the Parties. Where in the opinion of OT an instruction from the Customer infringes Data Protection Legislation, it shall inform the Customer thereof (but such communication shall not constitute legal advice by OT). However, such obligation shall not relieve the Customer from its own responsibility for compliance with Data Protection Legislation.

2.6.3 Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

2.6.4 The Customer (or the party acting as Controller) is responsible to notify the Personal Data Breach to the Supervisory Authority, and to the Data Subjects, when this is required by the applicable Data Protection Legislation.

2.7 Assistance lent by OT to the Customer reg under the Data Protection Legislation.

2.7.1 Where requested by the Customer and to the extent required by Data Protection Legislation, OT shall, taking into account the nature of processing and the information available to OT, provide reasonable assistance to the Customer:

- a) in carrying out data protection impact assessments; or
- b) should the Customer need prior consultation with a Supervisory Authority.

2.8 Security Measures.

2.8.1 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, the Customer and OT shall both be responsible to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

2.8.2 OT agrees to implement the Technical and Organizational Measures in respect of the Services.

2.8.3 Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer or any Customer Affiliate provides or controls. Customer shall apply the principle of data minimisation and limit OT access to systems or Personal Data to only where essential for the performance of Services. Where OT is performing Services on premises of the Customer (or of any Customer Affiliate or sub-contractor, agent or similar) or in connection with access to any of their systems and data

2.11 Inspections and Audits.

- 2.11.1 The right of audit, including inspections, which the Customer may have under Data Protection Legislation and under the Standard Contractual Clauses, are as set out in this Section 2.11.
- 2.11.2 Upon written request from Customer OT shall, where available, provide a copy of the latest Service Organization Control (SOC) audit report and/or other third-party audit reports or information to demonstrate the processing activities of OT relating to the Personal Data is in compliance with its obligations under this DPA.
- 2.11.3 Customer may request evidence of OT verify that OT is complying with its obligations under this DPA.
- 2.11.4 Customer may conduct an on-site inspection at OT's premise either by itself or by an independent third-party auditor (not to include a competitor of OT) where the information under Sections 2.11.2 and 2.11.3 has failed to verify compliance by OT of its obligations under this DPA or such an inspection is formally required by the Supervisory Authority.
- 2.11.5 General Procedure: The following Sections 2.11.6, 2.11.7 and 2.11.8 shall apply to each of Sections 2.11.2, 2.11.3 and 2.11.4.
- 2.11.6 Unless otherwise mandated by a Supervisory Authority, Customer shall: (a) give OT at least 30

3 International Transfers.

3.1

- 4.2 The Parties agree that with respect to the period on and after the date that this DPA comes into effect between the Parties (or if earlier, the mandatory date when the relevant Standard Contractual Clauses must apply), this DPA shall replace and supersede any existing data processing addendum, attachment, exhibit or standard contractual clauses that Customer and OT may have previously entered into in connection with the Services.

5 For Partner Agreements.

- 5.1 If the Principal Agreement relates to the resale or supply of Services with a partner under an OT processor under that arrangement with no direct contractual relationship to the direct and indirect customers of the Partner which are entitled to use the Services such as the End User or, in the case of a Partner who is an MSP, the Beneficiary (as in each case as defined in the Principal Agreement

APPENDIX 1

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

See Appendix 2 of this DPA for each of following: *Subject matter and duration of the Processing of Personal Data, the nature and purpose of the Processing of Personal Data, the types of Personal Data to be processed, special categories of data (if appropriate) and the categories of Data Subject to whom the Customer Personal Data relates.*

APPENDIX 2

DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data Subjects may include employees, contractors, business partners or other individuals having Personal Data stored, transmitted to, made available to, accessed or otherwise processed by OT.

Categories of personal data transferred

Customer determines the categories of Personal Data which are processed by OT in connection with the Services in accordance with the terms of the Principal Agreement (and documentation governed by it). Customer submits Personal Data for processing after careful evaluation of compliance with applicable laws. The Personal Data may include the following categories of data: name, phone numbers, e-mail address, time zone, address data, company name, plus any application-specific data.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None.

The choice and type of Personal Data that will be processed using the OT Services remains solely within the discretion and choice of the Customer. In selecting the Personal Data of any categories, the Customer shall ensure that such Personal Data is suitable for processing with and through the Services in compliance with applicable data protection laws. OT disclaims all liabilities in relation to the selection of data for use with the Services.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Transfers shall be made on a continuous basis.

