

## GDPR - Data Processing Agreement

### Welcome to HostHub

At HostHub, we are committed to delivering high-performance, reliable, and transparent hosting services to our clients worldwide, in agreement with the EU and local (Romanian) regulation and GDPR consent.

### General Framework

This Customer Data Processing Agreement (DPA) reflects the requirements of the European General Data Protection Regulation ("GDPR"), which entered into force on the 25<sup>th</sup> of May 2018.

HostHub products and services offered within the European Union are compliant with the GDPR standards, and this DPA provides you with the necessary documentation regarding this compliance. This Data Processing Agreement ("DPA") is an addendum to the terms and conditions of provision and use of IT services representing the ("Agreement") between WideBits SRL (HostHub) and the beneficiary.

All capitalized terms not defined in this DPA shall have the meaning set forth in the Agreement. The beneficiary enters into this DPA on its own behalf and, to the extent required by the Data Protection Laws, on behalf of and representing its Authorized Affiliates (defined below).

Parties agree as follows:

## Definition Index

**“Subsidiary”** - means an entity that Controls, is Controlled by or is under common Control with another entity, directly or indirectly.

**“Authorized Affiliate”** - means any of the Beneficiary’s Subsidiary(s) that is permitted to, or is otherwise a beneficiary of, the Services pursuant to this Agreement.

**“Control”** - means ownership, voting or other similar rights representing fifty percent (50%) or more of the total outstanding rights of such entity. The term “Controlled” shall be construed accordingly.

**“Controller”** - means an entity that determines the purposes and means of the processing of Personal Data.

**“Recipient Data”** - means any data that the Provider and/or its Affiliates process on behalf of the Beneficiary in the course of providing the Services pursuant to the Agreement.

**“Data Protection Laws”** - means all laws and regulations regarding data protection and confidentiality applicable to the processing of Personal Data, in accordance with the Agreement, including, where applicable, EU Data Protection Law.

**“EU Data Protection Law”** – means:

(a) Before 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (“Directive”) and on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“GDPR”).

(b) Directive 2002/58/EC concerning personal data and the protection of privacy in the electronic communications sector and its applicable national implementations (in each case, the provisions may be amended or replaced).

**“Personal Data”** – means any Data of the Beneficiaries, relating to an identified or identifiable natural person, to the extent that such information is protected as personal data, in accordance with the applicable Data Protection Law.

**“Privacy Shield”** – means the EU-US and Swiss-US Privacy Shield Frameworks, as they are applied by the U.S. Department of Commerce.

**“Privacy Shield Principles”** – means the Privacy Shield Framework Principles (as supplemented by the Supplementary Principles) set out in Annex II to the European Commission Decision of 12 July 2016, in accordance with the Directive, details of which can be found at – <https://www.privacyshield.gov/eu-us-framework>

**“Processor”** – means an entity that processes Personal Data on behalf of the Controller.

**“Processing”** – means the meaning given in the GDPR, and “processing”, “processings” and “processed” shall be interpreted consistently.

**“Security Incident”** – means any unauthorized or unlawful breach of security, leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

**“Services”** – means any product or service provided by the Provider to the beneficiary, in accordance with, and based on, the more detailed descriptions in the Agreement.

**“Sub-processor”** – means any Processor engaged by the Provider or its Affiliates to assist in the performance of its obligations relating to the provision of the Services, in accordance with the Agreement or this DPA. Sub-processors may include third parties or any other Affiliates of the Provider.

## A. Data Process Agreement – Scope

### A1. DPA

This DPA applies only if and to the extent that the provider processes Personal Data on behalf of the recipient in the course of providing the Services and such Personal Data is subject to the data protection laws of the European Union, the European Economic Area and/or their Member States, Switzerland and/or the United Kingdom. The parties agree to comply with the terms and conditions of this DPA in relation to such Personal Data.

### A2. Role of the Parties

As between the provider and the recipient, the recipient is the Controller of the Personal Data and the provider will process the Personal Data only as a Processor on behalf of the Customer. Nothing in the Agreement or this DPA shall prevent the provider from using or distributing any information or data that the provider otherwise collects and processes independently of the recipient's use of the Services.

### A3. Obligations of the Beneficiary

The Beneficiary agrees to:

- Comply with its obligations as Controller, in accordance with the Data Protection Laws, in respect of the processing of Personal Data and any processing instructions it issues to the provider.
- Agrees that it has informed and obtained (or will obtain) all necessary consents and rights in accordance with the Data Protection Laws for the provider to process the Personal Data and provide the Services, in accordance with the Agreement and this DPA.

### A4. Data Processing by the Provider

As the Processor, the Provider shall process Personal Data solely for the following purposes:

- Processing for the purpose of providing the Services in accordance with the Agreement
- Processing for the purpose of taking any steps necessary to implement the Agreement
- To comply with any other reasonable instructions provided by the Beneficiary, to the extent that they comply with the terms of this Agreement and only in accordance with the Beneficiary's lawful and documented instructions. The Parties agree that this DPA and the Agreement set out the Beneficiary's complete and final instructions to the Provider in relation to the Processing of Personal Data, and processing outside the scope of these instructions (if any) shall require the prior written consent of the Beneficiary and the Provider.

### A5. Data Type

The Provider manages the Beneficiary Data provided by the Beneficiary. Such Beneficiary Data may contain special categories of data, depending on how the Services are used by the Beneficiary.

The Beneficiary Data may be subject to the following processing activities:

- Storage and other types of processing necessary for the provision, maintenance and improvement of the Services provided to the Beneficiary by the Provider.
- Providing technical assistance and consultancy to the Beneficiary.
- Disclosure, in accordance with legal requirements or other provisions set out in the Agreement.

## A6. Provider Data

Without prejudice to the provisions of the Agreement (including this DPA), the beneficiary acknowledges that the provider shall have the right to use and disclose data related to and/or obtained in connection with the operation, support and/or use of the Services for its legitimate business purposes, such as the billing process, account management, technical assistance, product or service development and in the sales or promotions carried out. To the extent that any such data is considered personal data under Data Protection Laws, the provider is the Controller of such data and shall process such data accordingly, in compliance with Data Protection Laws.

## B. Sub-processing

### B1. Authorized Sub-Processors

The Beneficiary agrees that the Supplier may engage Sub-Processors to process Personal Data on behalf of the Beneficiary.

### B2. Obligations of Sub-Processors

The Supplier:

- Shall enter into a written agreement with the Sub-Processors imposing data protection terms that require the Sub-Processors to protect the Personal Data to the standard required by the Data Protection Laws.
- Remain responsible for compliance with the obligations under this DPA and for any act or omission of the Sub-Processor that causes the Supplier to breach any of its obligations under the DPA.

### B3. Changes to Sub-Processors

The Supplier will inform the Beneficiary in good time by email if it is necessary to add or remove Sub-Processors.

### B4. Objections to Sub-Processors

The Beneficiary may object in writing to the appointment of a new Sub-Processor by the Provider on reasonable grounds relating to data protection by promptly informing the Provider in writing within five (5) calendar days of receipt of the Provider's notification in accordance with Section B3. Such notification shall explain the reasonable grounds for the objection. In such a situation, the parties shall discuss such concerns in good faith with a view to reaching a commercially reasonable resolution. If this is not possible, either party may request the termination of the provision of the applicable Services that cannot be provided by the Provider without the involvement of the new Sub-Processor that has been objected to.

## C. Data Security

### C1. Security Measures

The Supplier shall implement and maintain appropriate technical and organizational security measures to protect Personal Data against Security Incidents and to maintain the security and confidentiality of Personal Data, in accordance with the security standards contained in ISO 27001 and ISO 9001.

## C2. Confidentiality of Processing

The Supplier shall ensure that any person who is authorized by it to process Personal Data (including its employees, agents or subcontractors) shall comply with the appropriate confidentiality obligation (whether it is a contractual or statutory duty).

## C3. Response to Security Incidents

Upon becoming aware of a Security Incident, the Provider shall notify the Beneficiary, without undue delay, and shall provide timely information regarding the Security Incident, as soon as it is brought to the Beneficiary's attention or upon the Beneficiary's reasonable request.

## C4. Updates to Security Measures

The Beneficiary acknowledges that the Security Measures are subject to technical progress and development and that the Provider may modify or update the available Security Measures, provided that such updates or modifications do not degrade the overall security of the Services purchased by the Beneficiary.

## D. Security Audit and Reports

Provider shall maintain records of its security standards. Upon reasonable written request by Recipient, within 30 calendar days, Provider may provide (in confidence) relevant evidence, audit and security summaries and reports, or similar and relevant official documents, to demonstrate Provider's compliance with this DPA. Provider shall further provide written responses (in confidence) to all reasonable requests for information made by Recipient, including responses to information security questionnaires and audits, that Recipient (reasonably) deems necessary to confirm Provider's compliance with this DPA, provided that Recipient shall not exercise this right more than once per year.

## E. Return or Deletion of Data

Upon deactivation of the Services, all Personal Data will be deleted, unless the provider is required, as required by applicable law, to retain some or all of the Personal Data or the Personal Data it has archived on back-up systems which the provider will securely isolate and protect from any further processing, except where required to do otherwise by law.

## F. Cooperation

**F1.** To the extent that the beneficiary cannot independently access the relevant Personal Data, within the Services, the provider will take into account (at the beneficiary's expense) the type of processing, provide reasonable cooperation, to assist the beneficiary with appropriate technical and organizational measures, to the extent possible, to respond to any requests from persons or data protection authorities in connection with the processing of Personal Data under the Agreement. If any such request is made directly to the provider, the provider will not respond directly to such communication without the beneficiary's prior authorization, unless it is legally obliged to do so. If the provider's company is requested to respond to such a request, it will promptly inform the beneficiary and provide a copy of the request, unless it is prohibited by law from doing so.

**F2.** To the extent that the supplier company is required to do so under the Data Protection Law, the supplier will provide (at the beneficiary's expense) reasonable information requested regarding the supplier's processing of Personal Data under the Agreement, to enable the beneficiary to carry out personal data protection impact assessments or prior consultations with data protection authorities, as required by law.

## G. Other Considerations

**G1.** Except as modified by this DPA, the Agreement shall remain unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall control, to the extent of such conflict.

**G2.** This DPA is a part of and incorporated into the Agreement, so that references to the "Agreement" in the Agreement shall include this DPA.

**G3.** In no event shall either party limit its liability with respect to any of the rights of individuals regarding data protection, whether under this DPA or otherwise.

**G4.** This DPA shall be governed by and construed in accordance with the provisions of the law and applicable jurisdiction of the Agreement, unless otherwise required by Data Protection Laws.