

GDPR – Data Sharing Policy

"**Controller**" means the Client entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

"**Data Subject**" means a living individual to whom Personal Data relates.

"**EEA**" means the European Economic Area, which constitutes the member states of the European Union and Norway, Iceland and Liechtenstein.

"**EU Data Protection Legislation**" means 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).

"**GDPR Data Protection Legislation**" means the EU Data Protection Legislation and the UK Data Protection Legislation.

"**Personal Data**" means any Client Data relating to an identified or identifiable living natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Processor**" means an entity which processes Personal Data on behalf of the Controller.

"**Subject Matter**" means the Client Data.

"**UK Data Protection Legislation**" means the Data Protection Act 2018, to make provision for the regulation of the processing of information relating to individuals. The Data Protection Act 2018 is the UK's implementation of the (EU) General Data Protection Regulation (GDPR).

1. Data Sharing / GDPR Compliance

This Policy forms part of the Agreement between Preservica and the Client and applies only to the extent the Client is established within the U.K., EEA or Switzerland and/or to the extent Preservica processes Personal Data of the Client whose Data Subjects are located in the EEA or Switzerland.

1.1. Client, as Controller, appoints Preservica, as a Processor, to process the Personal Data on Client's behalf. In some circumstances Client may be a Processor, in which case Client appoints Preservica as Client's sub-processor, which shall not change the obligations of either Client or Preservica under this Agreement, as Preservica will remain a Processor with respect to the Client in such event. Preservica acknowledges that Client's Personal Data:

- (a) relates to Data Subjects which are determined and controlled by Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: employees, directors, suppliers, customers, members or natural persons;
- (b) comprises of Personal Data which determined and controlled by Client in its sole discretion, and which may include, but is not limited to the following categories of Personal Data: first and last name, title, position, employer, contact information (company, email, phone, physical address), ID data, gender, professional life data, personal life data, connection data, address details, photographs, sound recordings, videos or financial details; and
- (c) shall be processed by Preservica only for the duration of the Agreement and any transitional period agreed between the parties thereafter.

1.2. Preservica shall process Personal Data for the purpose of providing the Subscription Services to Client and only in accordance with the lawful, documented instructions of Client, except where otherwise required by applicable law. The Agreement sets out Client's complete instructions to Preservica in relation to the processing of Personal Data and any processing required outside of the scope of these instructions will require prior written agreement of the parties.

1.3. Preservica shall ensure that its relevant employees, agents and contractors shall receive appropriate training regarding their responsibilities and obligations with respect to the processing, protection and confidentiality of Personal Data.

- 1.4. Client, as Controller, shall be responsible for ensuring that, in connection with Client Data and the Subscription Services:
- (a) it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including GDPR Data Protection Legislation; and
 - (b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Preservica for processing in accordance with the terms of the Agreement.

1.5. Preservica will not transfer Personal Data outside of the EEA unless the prior written consent of the Client has been obtained and:

- (a) Preservica has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
- (b) the Data Subject has enforceable rights and effective legal remedies;

(c) Preservica complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(d) Preservica complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data; and

(e) The nature & purpose of processing is the collection, organisation, storage and such other services as described in the Agreement and initiated by the Client from time to time.

1.6. Preservica shall implement and maintain appropriate technical and organisational measures designed to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or use (each a "Security Incident"), appropriate to the harm that might result from a Security Incident, the nature of the Personal Data to be protected, having regard to the state of technological development and cost of implementing any measures, and in accordance with Preservica's security standards as set forth in the Agreement.

1.7. Preservica shall ensure that any person that it authorizes to process the Personal Data (including its staff, agents, sub-processors and subcontractors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty) that shall survive the termination of their employment and/or contractual relationship.

1.8. Upon becoming aware of a Security Incident, Preservica shall notify Client without undue delay and pursuant to the terms of the Agreement and shall provide such timely information as Client may reasonably require to enable Client to fulfil any data breach reporting obligations under GDPR Data Protection Legislation. Preservica will take steps to immediately identify and remediate the cause of such Security Incident.

1.9. Preservica will encrypt all relevant Client Data whilst at rest. If the Client does not wish to have Client Data encrypted, it shall make such request in writing to Preservica, or highlight on the Order Form, and will indemnify Preservica against all fines, awards, damages, costs and third-party claims arising should the Client Data be lost or acquired by an unauthorised third party.

1.10. Client agrees that Preservica may engage Preservica Affiliates and third party sub-processors (collectively, "Sub-processors") to process the Personal Data on Preservica's behalf. The Sub-processors currently engaged by Preservica and authorized by Client are: (i) Amazon Web Services. Preservica shall impose on such Sub-processors data protection terms that protect the Personal Data to the same standard provided hereunder and shall remain liable for any breach of the GDPR Addendum caused by a Sub-processor.

1.11. Preservica may, by giving not less than sixty (60) days' notice to Client, to add or make changes to the Sub-processors by providing the Client with the updated Sub-Processor list. Client may object (acting reasonably) in writing to the appointment of an additional or a new Sub-processor within fourteen (14) calendar days of such notice, in which case Preservica shall have the right to cure the objection through one of the following options (to be selected at Preservica's sole discretion): (a) Preservica will cancel its plans to use the Sub-processor with regard to Personal Data or will offer an alternative to provide the Subscription Services without such Sub-processor; or (b) Preservica will take the corrective steps requested by Client in its objection (which remove Client's objection) and proceed to use the Sub-processor with regard to Personal Data. If neither of the above options are reasonably available and the objection has not been resolved to the mutual satisfaction of the parties within 30 days after Preservica's receipt of Client's objection, either party may terminate the Agreement and Client will be entitled to a pro-rata refund for prepaid fees for Subscription Services not performed as of the date of termination. Preservica may replace a Sub-processor if the reason for the change is beyond Preservica's reasonable control. In such instance, Preservica shall notify Client of the replacement as soon as reasonably practicable, and Client shall retain the right to object to the replacement Sub-processor pursuant to this Clause.

1.12. Preservica shall provide commercially reasonable assistance, including by appropriate technical and organizational measures as reasonably practicable, to enable Client to respond to any inquiry, communication or request from a Data Subject seeking to exercise his or her rights under GDPR Data Protection Legislation, including rights of access, correction, restriction, objection, erasure or data portability, as applicable. In the event such inquiry, communication or request is made directly to Preservica, Preservica shall promptly inform Client by providing the full details of the request. For the avoidance of doubt, Client is responsible for responding to Data Subject requests for access, correction, restriction, objection, erasure or data portability of that Data Subject's Personal Data.

1.13. Preservica shall, to the extent required by GDPR Data Protection Legislation, provide Client with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Client is required to carry out under GDPR Data Protection Legislation.

1.14. Preservica shall maintain complete, accurate records and information to demonstrate its compliance with this Agreement.

1.15. Any provision of security attestation reports (such as ISO's or equivalent reports) or audits shall take place in accordance with Client's rights under this Agreement.

1.16. Upon termination or expiration of the Agreement Preservica shall, in accordance with the terms of the Agreement, delete or make available to Client for retrieval all relevant Personal Data (including copies) in Preservica's possession, save to the extent that Preservica is required by any applicable law to retain some or all of the Personal Data. In such event, Preservica shall extend the protections of the Agreement and this GDPR Addendum to such Personal Data and limit any further processing of such Personal Data to only those limited purposes that require the retention, for so long as Preservica maintains the Personal Data.

Online Document: This policy can be found online at the current location:
<http://preservica.com/uploads/resources/Policies/GDPR-Data-Policy.pdf>