Soverin DPA

This Data Processing Addendum ("DPA") forms part of the Terms of Use and the Privacy Statement available at https://soverin.net/legal or such other location as the Terms of Use may be posted from time to time (as applicable, the "Agreement"), entered into by and between the Customer and Soverin B.V. ("Soverin"), pursuant to which Customer has accessed Soverin's Application Services as defined in the applicable Agreement. The purpose of this DPA is to reflect the parties' agreement with regard to the processing of personal data in accordance with the requirements of Data Protection Legislation as defined below.

In the course of providing the Application Services to the Customer, Soverin may process personal data on behalf of the Customer. Soverin agrees to comply with the following provisions with respect to any personal data submitted by or for the Customer to the Application Services or collected and processed by or for the Customer through the Application Services. Any capitalized but undefined terms herein shall have the meaning set forth in the Agreement.

Data Processing Terms

In this DPA, "Data Protection Legislation" means European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/136/EC) and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (Regulation (EU) 2016/279)), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

"data controller", "data processor", "data subject", "personal data", "processing", and "appropriate technical and organisational measures" shall be interpreted in accordance with applicable Data Protection Legislation;

The parties agree that the Customer is the data controller and that Soverin is its data processor in relation to personal data that is processed in the course of providing the Application Services. Customer shall comply at all times with Data Protection Legislation in respect of all personal data it provided to Soverin pursuant to the Agreement.

The subject-matter of the data processing covered by this DPA is the Application Services ordered by Customer either through Soverin's website and provided by Soverin to the Customer via the Soverin platform on soverin.net, or any other domain(s) as provided by the Customer. The processing will be carried out until the term of Customer's ordering of the Application Services ceases. Further details of the data processing are set out in Annex 1 hereto.

In respect of personal data processed in the course of providing the Application Services, Soverin:

1. shall process the personal data only in accordance with the documented instructions from Customer (as set out in this DPA or the Agreement or as otherwise notified by the Customer to Soverin (from time to time) if Soverin is required to process the personal data for any other purpose provided by applicable law to which it is subject, Soverin will inform the Customer of such requirement

prior to the processing unless that law prohibits this on important grounds of public interest;

2. shall notify the Customer without undue delay if, in Soverin's opinion, an instruction for the processing of personal data given by the Customer infringes applicable Data Protection Legislation;

3. shall implement and maintain appropriate technical and organisational measures designed to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected*;*

4. may hire other companies to provide limited services on its behalf, provided that Soverin complies with the provisions of this Clause. Any such subcontractors will be permitted to process personal data only to deliver the services Soverin has retained them to provide, and they shall be prohibited from using personal data for any other purpose. Soverin remains responsible for its subcontractors' compliance with the obligations of this DPA.

5. shall ensure that all Soverin personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations sets out in this Clause;

6. shall take reasonable steps at the Customer's request and cost to assist Customer in meeting Customer's obligations taking into account the nature of the processing under this DPA, provided that Soverin reserves the right to reimbursement from Customer for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance;

7. at the end of the applicable term of the Application Services, upon Customer's request, shall securely destroy or return such personal data to Customer;

Details of the Data Processing

Soverin shall process information to provide the Application Services pursuant to the Agreement. Soverin shall process information sent by the Customer identified through the Customer's use of the Application Services. As an example, in a standard programmatic implementation, to utilize the Application Services, Customer may allow the following information to be sent by default as "default properties:"

Types of Personal Data

- Mobile phone number
- Email address
- Domain name (optional)