

# Comm100 Data Processing Addendum

This Data Processing Addendum ("DPA") supplements the Comm100 EULA available at <https://www.comm100.com/eula/> or other agreement between Customer and Comm100 Network Corporation ("Comm100" or "Processor") when the **GDPR** applies to your use of the Comm100 **Service(s)** to process the **Personal Data**. This DPA is an agreement between you and the entity you represent and Comm100. Unless otherwise defined in this DPA or EULA, all capitalized terms used in this DPA will have the meanings given to them in Section 1 of this DPA.

## 1. DEFINITIONS

**"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

**"Controller Personal Data"** means the Personal Data which Comm100 is processing as Processor on behalf of Controller in order to provide the Services.

**"Data Subject"** is the identified or identifiable natural person the Personal Data is relating to.

**"Data Protection Law(s)"** means the GDPR and all Member State data protection laws and regulations.

**"GDPR"** means the General Data Protection Regulation 2016/679.

**"Member State"** means a country that is member of the European Union or the European Economic Area.

**"Personal Data"** means any information relating to a Data Subject', which information is subject to the Data Protection Laws; 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.

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

**"Process" or "Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, accessing, alignment or combination, restriction, erasure or destruction.

**"Processor"** means a natural or legal person, public authority, agency or other body, which processes Personal Data on behalf of the Controller, for the avoidance of doubt, the Processor shall be the entity identified as the Processor in the Preamble.

“**Service(s)**”, means the services provided by Processor as agreed in the EULA and excludes Processor services or products that are: (i) beta basis, (ii) not generally available for licensing to Processor’s customers, (iii) or any third party products or services that integrate or interoperate with the Services.

“**Storage Period**” means the save time of Personal Data depends on the Services and plan which the Controller used, which is defined in the EULA.

“**Subprocessor**” means any subcontractor or any of Processor’s subsidiaries and affiliates engaged for the Processing of Controller Personal Data only. A list of current Subprocessor will be provided to Controller upon request.

“**Supervisory Authority**” means an independent public authority which is established by a Member State pursuant to the GDPR.

## 2. DATA PROCESSING

2.1 This Agreement applies solely to the extent Comm100 Processes Controller’s Personal Data. The Controller hereby appoints Comm100 as Processor to Process such Personal Data in Accordance with this Agreement.

2.2 Comm100 shall Process the Controller’s Personal Data for the sole purpose of providing the Services according to the terms of this Agreement and as Permitted by the EULA. The Controller acknowledges and agrees that this Agreement and the EULA collectively contain its instructions for the Processing of Controller Personal Data. Comm100 will implement Controller’s documented additional reasonable instructions which, unless expressly agree otherwise, shall at all times be consistent and in accordance with the nature of the EULA. Comm100 may terminate the EULA if Controller provides instructions to Process Personal Data which are inconsistent with the EULA, or Comm100 could not comply with without (i) incurring additional costs or (ii) undertaking material variations to the manner in which the Services are provided which variations Comm100 does not propose to introduce in respect of the majority of its other customers.

2.3 Comm100 shall reasonably comply with all applicable Data Protection Laws in respect of the Services applicable to it as a Processor. Comm100 shall not be responsible for complying with Data Protection Laws applicable to Controller or its industry that are not otherwise consistent with the provision of the Services or if, and to the extent that, the relevant provision of Data Protection Law would not also apply to Comm100’s provision of services equivalent to the Services to other customers. Customers shall comply with all Data Protection Laws applicable to Customer as Controller.

2.4 The Processing activities that Comm100 will provide, and the types of Personal Data that will be Processed by Comm100 are detailed below.

### **Nature, purpose and subject matter of the Processing**

To enable ongoing communications between Controller and its customers and other end users, to record such communications, and to operate the Services, where applicable, all in accordance with the EULA.

**Duration of the Processing**

For the Storage Period as defined in the EULA.

**Data Types**

Personal data captured in communications between Controllers and their customers or other individuals.

**Categories of Data Subjects**

Controller's customers or any other individuals or entities that Controller uses the Services to engage with.

### **3. DATA SUBPROCESSING**

3.1 Controller hereby consents and authorizes Comm100 to engage the Subcontractors listed in [this web page](#). Comm100 will notify Controller (via email, the Services, or otherwise) of any intended changes concerning the addition or replacement of other Sub-processors and add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data. In the event that Controller has a reasonable objection to change, Controller will provide notice to Comm100 within fourteen (14) calendar days of Comm100's notice. (a) Comm100 shall work with Controller in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that Subprocessor; and (b) where such a change cannot be made and Comm100 choose to retain the Subprocessor, Comm100 shall notify Controller at least fourteen (14) days prior to the authorization of the Subprocessor to Process Controller's Personal Data and the Controller may terminate the EULA.

3.2 Comm100 remains responsible for the Sub-processors and for their acts and omissions to the same extent that Comm100 would be responsible for such acts or omissions under this Agreement.

### **4. TECHNICAL AND ORGANIZATIONAL MEASURES**

Comm100 shall implement and maintain appropriate technical and organizational measures designed to protect the security, confidentiality and integrity of the Personal Data, including to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to. Comm100 reserves the right to update its technical and organizational measures and will not materially decrease the overall security of the Services. Comm100 is certified under ISO 27001 and agrees to maintain an information security program for the Services that complies with the ISO 27001 standards for the establishment, implementation, control, and improvement of the Comm100 security standards.

### **5. ASSISTANCE AND COMPLIANCE WITH DATA REQUESTS**

In the event a Data Subject requests access to, or the deletion, blocking, and/or correction of any Personal Data directly to Comm100, Comm100 will promptly notify the Controller of such request to the extent legally permissible. In addition, Comm100 will provide the Controller with reasonable assistance to enable the Controller to address the Data Subjects' request. In

the event a government or Supervisory Authority demands access to Personal Data, Comm100 will promptly notify Controller prior to disclosure unless prohibited by law.

## **6. INFORMATION AND AUDIT**

6.1 Comm100 uses external auditors to verify its information security program. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by independent third-party security professional at Comm100's selection and expense; and (d) will result in the generation of an audit report, which will be Comm100's confidential information. If Controller request, the reports will be made available to Controller subject to a non-disclosure agreement covering the report (an "NDA").

6.2 At Controller's written request, Comm100 will provide Controller with all the requested confidential information so that Controller can reasonably verify Comm100's compliance with the security obligations under this Agreement. If Controller's agreement does not include a provision protecting Comm100 confidential information, the information will be made available to Controller subject to a mutually agreement upon non-disclosure agreement covering the report (an "NDA").

## **7. PERSONAL DATA DELETION**

Comm100 will, unless otherwise required by Data Processing Law and subject to Comm100's Storage Period, either delete, make inaccessible, or return to the Controller all Controller Personal Data upon termination or expiration of EULA, as requested by Controller. For the avoidance of doubt, the Controller can download transcripts of its interactions with its Data Subjects via the Services in accordance with the EULA.

## **8. SECURITY BREACH NOTIFICATION**

If Comm100 becomes aware of either, (a) any unlawful access to any Personal Data; or (b) any unauthorized access to any Personal Data, where in either case such access results in loss, disclosure, or alteration of Personal Data, Comm100 will as promptly as possible: (a) notify Controller of the security incident; and (b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the security incident.