



Data Processing Addendum (Partners)

This Data Processing Addendum (“**Addendum**”) is entered into by and between GMO GlobalSign Ltd, a United Kingdom company number 04705639 with its registered office at Springfield House, Sandling Road, Maidstone, Kent, ME14 2LP, United Kingdom (“**GlobalSign**”) and Company and forms part of the Original Agreement between GlobalSign and Company from the Effective Date of the Original Agreement.

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RECITALS

- A. GlobalSign has entered into a Reseller or Service Provider agreement with Company (the “Original Agreement”) for the distribution of GlobalSign products or services by Company to Company’s Customers (the “Services”) as further detailed in the Original Agreement.
- B. GlobalSign and Company wish to memorialize their arrangement regarding sharing of Personal Data belonging to Company Customers.
- C. Seeking to comply with Regulation of the European Parliament and of the Council of 26 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 (EU) 2016/679, “**GDPR**”),

and to act in the following capacities, as defined in and interpreted in accordance with the GDPR,

the parties wish to implement legal mechanisms for the following flow of Personal Data of individuals (Data Subjects), who are employees or contractors of the EU customers of Company, as defined in Recital D hereof:

- (i) The parties treat Company’s EU customer, a business, (“**Company Customer**”) as the first Data Controller of the EU Personal Data;
- (ii) The Company Customer, as the first Data Controller, transfers the Personal Data of its employees or contractors (“**Shared Personal Data**”) to Company as the second Data Controller;
- (iii) Company, as a Data Controller, transfers the Shared Personal Data to GlobalSign as its joint Data Controller on the terms of the Data Sharing Addendum hereto.



- (iv) As to onward transfers of the Shared Personal Data by GlobalSign from the UK to any other jurisdiction or person, it shall be the responsibility of GlobalSign to ensure they comply with the GDPR.
- D. **“Data Subject”, “Data Controller”, “Data Processor”, “Personal Data”, “Process”, “Processed” or “Processing”** shall each have the meaning as set out in the GDPR;
- E. Capitalized terms not otherwise defined in this Amendment are defined in the Original Agreement or in the General Data Protection Regulation (EU) 2016/679 (**“GDPR”**).



DATA SHARING ADDENDUM

This Data Sharing Addendum (this “**Addendum**”) is made by and between Company and GlobalSign. It forms part of the Original Agreement currently in place between Company and GlobalSign for the resale of GlobalSign’s products and services (the “**Original Agreement**”).

“Shared Personal Data”	<ul style="list-style-type: none"> • contact information, such as name, phone number, and email address; • billing information, such as billing name and address, and; • for the issuance/validation of a Certificate to Partner’s customer: <ul style="list-style-type: none"> ○ IP address, and/or email address, depending on the type of Certificate; ○ other personal information that may be required by the Baseline Requirements, EV Guidelines, and/or EV Code Signing Guidelines to validate and issue a Certificate to Partner’s customer; ○ other information agreed to by the Data Subject under the Subscriber Agreement or the CPS
“Agreed Purposes”	The provision of GlobalSign’s services, namely, the issue and validation of security certificates and customer support

WHEREAS:

Company resells certain products and services, including GlobalSign’s products and services, and Company determines the purpose and manner by which it collects Personal Data for its own internal business purposes;

GlobalSign separately determines the manner by which it will use such Shared Personal Data as may be necessary to provide the purchased GlobalSign product or service to the Company Customer;

GlobalSign and Company desire to set out the arrangement, pursuant to GDPR Articles 26 and 30, for the sharing of Personal Data between the parties as Data Controllers;

NOW, therefore, in consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Original Agreement:

1. General

1.1 Shared Personal Data. GlobalSign and Company agree that

(a) Company will regularly disclose to GlobalSign Shared Personal Data collected by Company for the Agreed Purposes and that GlobalSign will from time to time disclose to Company Shared Personal Data collected by GlobalSign for the Agreed Purposes;



(b) the Personal Data to be shared between the parties shall be confined to the Shared Personal Data, and

(c) with regard to the Shared Personal Data, GlobalSign and Company are Joint Controllers, whereby:

- (i) Company determines the purpose and manner by which it collects Personal Data for its own internal business purposes;
- (ii) GlobalSign separately determines the manner by which it uses Shared Personal Data as may be necessary to provide the purchased GlobalSign product or service to the Company Customer;
- (iii) Company shares the Shared Personal Data with GlobalSign when a Company Customer purchases a GlobalSign product and/or service; and
- (iv) Company shares only that information that is necessary for GlobalSign to identify the Company Customer to provide such Company Customer with the purchased GlobalSign product and/or Service.

1.2 Effect of Non-Compliance with Data Protection Laws. Each party shall comply with all the obligations imposed on a Controller under the Data Protection Laws, and any material breach of the Data Protection Laws by one party shall, if not remedied within thirty (30) days of written notice from the other party, give grounds to the other party to terminate this Addendum and the Original Agreement with immediate effect.

2. Obligations Relating to Data Sharing

2.1 Company's Obligations. Company shall

2.1.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes; and

2.1.2 ensure that each of its Company Customers purchasing a GlobalSign product or service agrees to, and affirmatively accepts, GlobalSign's Subscriber Agreement applicable to the GlobalSign's product or service.

2.2 Mutual Obligations. Each party shall:

2.2.1 give full information to any Data Subject of the nature of Processing of such Personal Data that may be Processed under this Addendum, and that, on the termination of this Addendum, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- 2.2.2 process the Shared Personal Data only for the Agreed Purposes;
- 2.2.3 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 2.2.4 ensure that all Permitted Recipients are subject to written contractual or other appropriate and legally enforceable obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Addendum and/or the Original Agreement;
- 2.2.5 ensure that it has in place Appropriate Technical and Organizational Measures to protect against unauthorized or unlawful Processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data;
- 2.2.6 not transfer any Shared Personal Data outside the EEA, unless the transfer:
 - (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (b) ensures that:
 - (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; or
 - (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or
 - (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

2.3 Mutual Assistance. Each party shall reasonably assist the other in complying with all applicable requirements of the Data Protection Laws. In particular, each party shall:

- 2.3.1 consult with the other party about any notices given to Data Subjects in relation to the Shared Personal Data;
- 2.3.2 provide the other party with reasonable assistance in complying with any such Data Subject access request applicable to the Shared Personal Data;
- 2.3.3 assist the other party in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators as it relates to Shared Personal Data;
- 2.3.4 notify the other party without undue delay on becoming aware of any breach of the Data

Protection Laws;

2.3.5 use technology for the Processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;

2.3.6 maintain complete and accurate records and information to demonstrate its compliance with this Section 2 for ten (10) years from issuance of any Certificate issued pursuant to the Original Agreement, subject to limitations on retention of personal data imposed by the Data Protection Laws and notice on retention of personal data to Data Subjects, and contribute to audits imposed upon the other party or the other party's designated auditor; and

2.3.7 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Laws, including the procedures to be followed in the event of a Personal Data Breach, and the review of the parties' compliance with the Data Protection Laws.

2.4 The parties agree that throughout the occurrence of a Brexit Event, where no other appropriate safeguard or derogation applies, the parties will, from the date of that Brexit Event, comply with the standard contractual clauses (SCCs) attached at the Annex to the EU Commission's decision 2004/915/EC, which will be incorporated into this Addendum from the date of the Brexit Event by reference. The parties agree that, from the date of the Brexit Event, the Shared Personal Data subject to this Addendum will be transferred from the Company to GlobalSign in accordance with the SCCs for as long as is necessary, subject to the following terms:

- a) the Company will be the data exporter and the GlobalSign will be the data importer;
- b) in relation to the data importer's obligations in clause II of the SCCs, the GlobalSign selects option (h) (iii): the data processing principles set out in Annex A to the SCCs;
- c) unless or until the parties resolve the details of Annex B in accordance with clause 7.2 of this Addendum, the data subjects, categories of personal data, details of processing and the contact points for each party for the purposes of Annex B of the SCCs will be as described in this Addendum and the Original Agreement and the recipients will be the Permitted Recipients;
- d) each party shall perform its obligations under these clauses at its own cost;

If there is any conflict between this Addendum and the SCCs in respect of Shared Personal Data transferred from the Company to the GlobalSign following a Brexit Event, then the terms of the SCCs shall apply, provided that the parties acknowledge that the clauses in relation to indemnity (clause 5) and liability (clause 6) of this Addendum shall apply.

3. **Personnel.** The parties shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Shared Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know and/or access the Shared Personal Data, as

strictly necessary for the purposes of the Original Agreement, and to comply with Applicable Laws in the context of that individual's duties, ensuring that all such individuals are informed of the confidential nature of the Shared Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements, undertaking appropriate professional or statutory obligations of confidentiality.

4. **Security Measures.** 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 parties shall, in relation to Shared Personal Data, maintain and implement Appropriate Technical and Organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Shared Personal Data), confidentiality and integrity of Shared Personal Data, as determined by each respective party to this Addendum. The Security Measures maintained and implemented by the parties shall ensure a level of security appropriate to the risk for the scope of each party's responsibility, taking into account particular risks that are presented by Processing, in particular from a Personal Data Breach, including, as appropriate, the measures referred to in article 32(1) of the GDPR. Each party shall regularly monitor compliance with these Security Measures.
5. **Indemnity.** Each party shall indemnify the other party against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Laws by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this Section 5 shall be subject to the limits set out in Section 6 below and in the Original Agreement.
6. **Liability.** Subject to the limitations of liability set out in the Original Agreement, each party shall remain fully liable for their own acts and omissions under this Addendum and for the acts and omissions of their respective Processors to the same extent such party would be liable if performing the Processing services of each respective Processor directly under the terms of this Addendum.
7. **Miscellaneous Terms.**
 - 7.1 **Order of Precedence.** Nothing in this Addendum reduces Company's or any Company Affiliate's obligations under the Original Agreement or permits Company to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Original Agreement. Subject to the above sentence, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Original Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of

this Addendum, the provisions of this Addendum shall prevail.

7.2 Changes in Data Protection Laws. Either party may propose any variation or modification to this Addendum, which they reasonably consider to be necessary to address the requirements of any Data Protection Law. If either party gives notice under this section:

(a) the other party shall promptly co-operate;

(b) the other party shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by the other party to protect the parties against additional risks associated with the variations made under this section, and

(c) the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to implementing those or alternative variations designed to address the requirements identified in the notice.

7.3 Ratification. The parties ratify and confirm the terms of the Original Agreement, except as modified by this Addendum, the terms of the Original Agreement shall remain in full force and effect.

7.4 Amendments. Any amendments to this Addendum shall be in writing and duly signed by each party's authorized representatives.

7.5 Contact Information

Data Protection issues should be addressed to:

GlobalSign
DPO@Globalsign.com

Company
The contact details detailed in the Original Agreement.


8. **Definitions.** Capitalized terms not otherwise defined in this Addendum shall have the meaning given to them in the Agreement. The terms, "**Appropriate Technical and Organizational Measures**", "**Controller**", "**Data Subject**", "**Joint Controllers**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly. Unless defined elsewhere in this Addendum, capitalized terms used in this Addendum shall have these meanings:

8.1 "**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

- 8.2 **“Applicable Laws”** means (a) European Union or Member State laws with respect to any Shared Personal Data in respect of which either party is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Shared Personal Data in respect of which either party is subject to any other Data Protection Laws, including the laws of the Isle of Man and other jurisdictions found by the European Commission to provide adequate data protection.
- 8.3 **“Brexit Event”** means in the event that the UK leaves the European Union without a withdrawal agreement on the day of exit or the transitional period under a withdrawal agreement expires before the European Commission has adopted an adequacy decision for the UK;
- 8.4 **“Data Protection Laws”** means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.
- 8.5 **“EEA”** means the European Economic Area.
- 8.6 **“EU Data Protection Laws”** means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 8.7 **“GDPR”** means EU General Data Protection Regulation 2016/679.
- 8.8 **“Permitted Recipients”** means, the employees of each party, and the Processors of each party.
- 8.9 **“Processor”** means any person (including any third party and any Affiliate, but excluding an employee of GlobalSign or Company) appointed by or on behalf of a party or any party Affiliate to Process Shared Personal Data on behalf of such party exclusively with the intention for processing activities to be carried out on behalf of any such party and in accordance with its instructions, the terms of the Original Agreement, and the terms of the written subcontract.

ACCEPTANCE

GMO Globalsign Ltd

By:  _____

Title: Head of Sales & Marketing

Date: 16th June 2020



Company

By: _____

Title: _____

Date: _____