

DATA PROCESSING AGREEMENT

Introduction

This agreement refers to processing of personal data (the “Data Processor Agreement”, DPA) regulates NoviSign LTD’s processing of personal data on behalf of the Reseller and is attached as an addendum to the Service Level Agreement in which each party has agreed the terms for the Data Processor’s delivery of services to the client.

The parties,

- **NoviSign Ltd.**, a company having its principle place of business at P.O.B. 2341, 6 Yad Harutzim st., Kfar Saba 4464103, Israel, registered with the Israeli company registrar under number 514606359, hereby duly represented by itself, (hereinafter: ‘the Data Processor’);
- **The reseller**, an individual, business or registered company authorizing this agreement, (hereinafter: ‘the Data Controller’);

Hereinafter collectively referred to as ‘Parties’ and individually ‘Party’,

Legislation

The Data Processor Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the “Applicable Law”), including in particular The **General Data Protection Regulation (GDPR)** (Regulation (EU) 2016/679)

Definitions

1. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
 - a. **“Applicable Laws”** means (a) European Union or Member State laws with respect to any Customer Personal Data in respect of which Customer is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Customer Personal Data in respect of which the Data Controller is subject to any other Data Protection Laws;
 - b. **“Customer Personal Data”** means any Personal Data Processed by a Contracted Processor on behalf of the Data Controller pursuant to or in connection with the Agreement;
 - c. **“Contracted Processor”** means NoviSign Ltd. or a Subprocessor;
 - d. **“Data Protection Laws”** means EU Data Protection Laws;
 - e. **“EEA”** means the European Economic Area;
 - f. **“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means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
 - g. **“GDPR”** means EU General Data Protection Regulation 2016/679;
 - h. **“Restricted Transfer”** means:
 - i. a transfer of Customer Personal Data from the Data Controller to a Contracted Processor; or
 - ii. an onward transfer of Customer Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor.
 - i. **“Services”** means the services and other activities to be supplied to or carried out by or on behalf of the Data Processor for the Data Controller pursuant to the Agreement;
 - j. **“Standard Contractual Clauses”** means the Standard Contractual Clauses (processors) or any subsequent version thereof released by the European Commission. The current Standard Contractual Clauses are located on the European Commission’s website at: https://ec.europa.eu/info/law/law-topic/data-protection_en;
 - k. **“Subprocessor”** means any person (including any third party, but excluding an employee of the Data Processor or any of its sub-

contractors) appointed by or on behalf of the Data Processor to Process Personal Data on behalf of the Data Controller in connection with the Agreement.

Processing of personal data

Purpose: In connection with the Data Processor's delivery of the Main Services to the Data Controller, the Data Processor will process certain types of the Data Controller's personal data on behalf of the Data Controller.

"Personal data" includes "any information relating to an identified or identifiable natural person" as defined in GDPR, article 4 (1) (1) (the "Personal Data"). The types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in Appendix A.

The Data Processor only performs processing activities that are necessary and relevant to perform the Main Services. The Parties shall update Appendix A whenever changes occur that necessitates an update.

The Data Processor shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

The Data Controller is and will at all times remain the controller of the Customer Personal Data Processed by the Data Processor. The Data Controller is responsible for compliance with its obligations as a Data Controller under Applicable Law, in particular for justification of any transmission of Customer Personal Data to the Data Processor and/or any other Contracted Processor (including providing any required notices and obtaining any required consents and/or authorizations, or otherwise securing an appropriate legal basis under Applicable Law), and for Data Controller's decisions and actions concerning the Processing of such Customer Personal Data.

Instruction

The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction"), unless required by law to act without such instruction. The Instruction at the time of entering into this Data

Processor Agreement (DPA) is that the Data Processor may only process the Personal Data with the purpose of delivering the Main Services as described in the Main Service Level Agreement. Subject to the terms of this DPA and with mutual agreement of the Parties, the Data Controller may issue additional written instructions consistent with the terms of this Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorized to do so.

The Data Controller guarantees to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The Data Controller's instructions for the processing of Personal Data shall comply with Applicable Law. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

Processing Objectives

The Data Processor undertakes to process personal data on behalf of the Data Controller in accordance with the conditions laid down in this Data Processing Agreement. The processing will be executed exclusively within the framework of the Agreement, and for all such purposes as may be agreed to subsequently.

The Data Processor shall refrain from making use of the personal data for any purpose other than as specified by the Data Controller. All personal data processed on behalf of the Data Controller shall remain the property of the Data Controller and/or the relevant Data subjects.

The Data Processor shall take no unilateral decisions regarding the processing of the personal data for other purposes, including decisions regarding the provision thereof to third parties and the storage duration of the data.

Data Processor's Obligations

1.1. Confidentiality

The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred, processed (accordance with the personal data instruction) in conflict with the Instruction or be made available to personnel that does not require access for delivery of the main service, unless the Data Controller in writing has agreed.

The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

1.2. Security

The Data Processor shall implement the appropriate technical and organizational measures and controls as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32 (keeping Confidentiality, Availability and Integrity).

The Data Processor shall provide documentation for the Data Processor's security measures if requested by the Data Controller in writing

1.3. Data Subjects' Rights

If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the GDPR and the reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

1.4. Data Breaches Notification

In the event of a security leak and/or the leaking of data, as referred to in article 34a of the GDPR, the Data Processor shall, to the best of its ability, notify the Data Controller immediately thereof with undue delay, after which the Data Controller shall determine whether or not to inform the Data subjects and/or the relevant regulatory authority(ies).

The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

1.5. Data Protection Impact Assessment and Prior Consultation

The Data Processor will, at the Data Controller's expense, provide reasonable assistance to the Data Controller with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Data Controller reasonably considers to be required by Article 35 or 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

1.6. Deletion or return of Customer Personal Data

The Data Controller may, by written notice to the Data Processor within fourteen (14) days of the cessation of any Services involving the Processing of Customer Personal Data (“**Cessation Date**”) require the Data Processor to return a copy of all Customer Personal Data to the Data Controller and delete all other copies of Customer Personal Data Processed by the Data Processor. If the Data Processor receives such written notice within fourteen (14) days of the Cessation Date, the Data Processor will delete all Customer Personal Data and copies thereof.

Notwithstanding the above, each Contracted Processor may retain Customer Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws. The Data Processor will ensure the confidentiality of all such Customer Personal Data and will ensure that such Customer Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

1.7. Documentation and Audit

Upon request by a Data Controller, the Data Processor shall make available to the Data Controller all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by the Data Controller or an auditor mandated by the Data Controller.

1.8. Data Transfers

The Data Processor will not transfer any Personal data to countries outside the European Economic Area. In some cases, personal data will be saved on storage solutions that have servers outside the European Economic Area. Only those storage solutions that provide secure services with adequate relevant safeguards will be employed.

Upon request, the Data Processor shall notify the Data Controller as to which country or countries the personal data will be processed in.

Sub-Processors

The Data Processor is given general authorization to engage third-parties to process the Personal Data (“Sub-Processors”) without obtaining any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors

and before the relevant Sub-Processor processes any of the Personal Data. Absence of any objections from the Data Controller shall be deemed consent to the relevant Sub-Processor. At the moment, the Sub-Processors are AgileCRM.com, GoDaddy.com and Amazon AWS.

The Data Processor shall complete a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement. The Data Processor shall on an ongoing basis monitor and control its Sub- Processors' compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the Data Controller if so requested in writing.

The Data Processor is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.

Duration

The Data Processor Agreement shall remain in force until the Main Service Level Agreement is terminated.

This Data Processing Agreement may only be amended by the Parties subject to mutual consent.

The Data Processor shall provide its full cooperation in amending and adjusting this Data Processing Agreement in the event of new privacy legislation.

Contact

The contact information for the Data Processor and the Data Controller is provided in the Main Service Level Agreement.

Annex 1: Details of Processing of Customer Personal Data

This Annex 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and this Addendum.

The nature and purpose of the Processing of Customer Personal Data

The Data Processor and any Contracted Processor may process Customer Personal Data for the purpose of (i) providing the Services to the Data Controller; (ii) complying with the Data Controller's documented written instructions; or (iii) complying with Applicable Law

The types of Customer Personal Data to be Processed

Customer Personal Data typically relates to some or all of the following categories of Personal Data: personal contact information such as name, home address, home telephone or mobile number, fax number, email address, website address and passwords, employment details including employer name, job title and function, education/qualification and business contact details, company address, financial details, goods and services provided, network carriers or data providers and IP addresses. Nevertheless, the Data Controller has control over and determines the categories of Customer Personal Data and can configure and/or customize data fields. The Data Controller may also include in the Customer Personal Data free text data, as well as attachments.

The categories of Data Subject to whom the Customer Personal Data relates

Data Subjects typically include, among others, the Data Controller's representatives and end users, such as the Data Controller employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients. Nevertheless, the Data Controller has control over and determines the categories of Data Subjects.

Additional categories of Personal Data and/or Data Subjects may be described in the Agreement. Notwithstanding the above, the Data Controller shall ensure that Customer Personal Data does not include any sensitive or special personal data that imposes specific data security or data protection obligations on the Data Processor, in addition to or different from those specified in the Agreement.

The obligations and rights of the Data Controller

The obligations and rights of the Data Controller are set out in the Agreement and this Addendum.