

DataCore European Data Protection Provisions

This document summarizes the DataCore Software Corporation (“DataCore”) data protection provisions and is incorporated into the applicable license agreement between You (“you” or “your”) and DataCore by this reference. By opening, downloading, installing, copying or otherwise using DataCore software, you represent that you understand and accept these provisions. Either DataCore or you may be referred to below as a “party” or together as “parties”.

1. The Parties agree that:
 - a. To the extent that DataCore processes Services Personal Data, to which the GDPR applies, on behalf of you (the DataCore customer) for the purposes of the Agreement, you shall be the controller and DataCore shall be a processor; and
 - b. To the extent DataCore processes Services Personal Data, to which the GDPR applies, otherwise than on behalf of You, DataCore shall be the controller.
2. Where pursuant to paragraph 1(a) DataCore processes Services Personal Data on behalf of you, DataCore shall:
 - a. Implement appropriate technical and organisational measures to ensure that the processing of Services Personal Data on your behalf complies with the requirements of Data Protection Legislation;
 - b. Unless required to do otherwise by applicable law (and save in such circumstances shall take steps to ensure its personnel shall) process the Services Personal Data only as required to provide you services under the Agreement;
 - c. Make available to you all information necessary to demonstrate Services Personal Data processed on your behalf is processed in compliance with the Data Protection Legislation and allow you or an auditor acting on your behalf to undertake audits, including inspections, of the processing of Services Personal Data on your behalf as may be reasonably required by you. Any audit is not to take place within 24 months of the previous audit unless otherwise agreed in writing between the parties. The whole cost of any audit to either party is to be met by you;
 - d. Taking into account the nature of DataCore's processing and the information available to DataCore, provide reasonable assistance for you to comply with your obligations under the Data Protection Legislation in respect of Services Personal Data processed on your behalf, including (where applicable) assisting the you in complying with requests from data subjects to exercise their rights under the GDPR;
 - e. Promptly, and without undue delay, inform you, if, in DataCore's view, any processing of Services Personal Data on your behalf for the purposes of the Agreement infringes the Data Protection Legislation;
 - f. Take appropriate technical and organisational measures against the unauthorised or unlawful processing of Services Personal Data processed on your behalf, and against the accidental loss or destruction of, or damage to Services Personal Data processed on your behalf, and such measures may take into account:
 - i. the state of the art, the costs of implementation and the nature, scope, context and purposes of processing; the risk of varying likelihood and severity for the rights and freedoms of natural persons; and
 - ii. the risks that are presented by processing Services Personal Data on your behalf, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Services Personal Data processed on your behalf;
 - g. Notify you without undue delay upon becoming aware of any unauthorised or unlawful processing, loss of, damage to or destruction of any Services Personal Data processed on your behalf;
 - h. Ensure all DataCore personnel authorised to process Services Personal Data processed on your behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - i. Only allow Services Personal Data processed on your behalf to be processed by the following DataCore appointed 'sub-processors' (if any):

- i. [Sub-processor]
- ii. [Sub-processor]
- iii. [Sub-processor]
- iv. [Sub-processor]

And only appoint a further sub-processor where DataCore has informed you via update to the DataCore European Data Protection Provisions (as available through the following link <https://info.datacore.com/resources/legal/dpa.pdf>) prior to the appointment and You have not objected to the appointment within 3 days of the notification;

- j. Ensure any sub-processor is bound by terms the same as those of this paragraph 2 as it applies to DataCore;
 - k. Remain responsible for any breach by a sub-processor of any of the obligations on the sub-processor under the terms entered into pursuant to paragraph 2(j);
 - l. Only transfer Services Personal Data processed on your behalf outside the European Economic Area ("EEA") and/or the UK and/or Switzerland where necessary for the purposes of the Agreement or where required by law (where DataCore is required by law to transfer Services Personal Data outside the EEA and/or UK and/or Switzerland DataCore shall inform you prior to the transfer unless prohibited by law from doing so); and
 - m. Upon expiration or termination of the Agreement, DataCore shall delete all the Services Personal Data being processed solely on your behalf (unless DataCore is legally required to retain any such Services Personal Data following expiration or termination of the Agreement).
3. Where Data Core processes Services Personal Data as an independent controller pursuant to paragraph 1(b), DataCore shall:
- a. Only process Services Personal Data for the purposes of the Agreement, to improve related DataCore products and services, and/or as required or allowed by the law; and
 - b. Comply with Data Protection Legislation.
4. You acknowledge and agree that you are responsible for:
- a. Ensuring that all necessary conditions under the Data Protection Legislation are satisfied and all necessary notifications (and any other information) under the Data Protection Legislation are provided to data subjects to enable DataCore or any sub-processor listed in or appointed under paragraph 2(i) to process Services Personal Data on your behalf pursuant to paragraph 1(a) prior to any such processing; and
 - b. Ensuring all necessary notifications (and any other information including where appropriate DataCore's privacy notice (www.datacore.com/privacy)) under the Data Protection Legislation in respect of DataCore's processing of Services Personal Data pursuant to paragraph 1(b) are provided to data subjects prior to any such processing.
5. Where for the purposes of the Agreement:
- a. DataCore acting as a processor on your behalf pursuant to paragraph 1(a) or an independent controller pursuant to paragraph 1(b) transfers Services Personal Data to a recipient outside the EEA and/or the UK and/or Switzerland and Chapter V of the GDPR and/or Swiss equivalent applies, DataCore shall ensure that an appropriate safeguard is in place or exemption identified;
 - b. You transfer personal data outside the EEA and/or the UK and/or Switzerland as controller to DataCore acting as a processor on your behalf pursuant to paragraph 1(a) and Chapter V of the GDPR applies and no other appropriate safeguard is implemented nor exemption identified, in respect of the transfer the parties hereby enter into an agreement that meets the requirements of the European Commission Decision 2010/87/EU (and/or any UK and/or any Swiss equivalent) (exclusive of any optional clauses) and Part A of the Schedule to the DataCore European Data Protection Provisions (or appropriate equivalent agreed by the parties in writing) shall apply in respect of the transfer;
 - c. You transfer personal data outside the EEA and/or the UK and/or Switzerland as controller to DataCore acting as an independent controller pursuant to paragraph 1(b) and Chapter V of the GDPR applies and no other appropriate safeguard is implemented nor exemption identified, in respect of the transfer the parties hereby enter into an agreement that meets the requirements of European Commission Decision 2004/915/EC (and/or any UK and/or any Swiss equivalent) (exclusive of any optional clauses) and Part B of the Schedule to the DataCore European Data Protection Provisions (or appropriate equivalent agreed by the parties in writing) shall apply in respect of the transfer.

6. In the event of any conflict between the terms of the DataCore European Data Protection Provisions and the terms of the Agreement, the terms of the DataCore European Data Protection Provisions shall prevail. In the event of conflict between the terms of the Agreement (including the DataCore European Data Protection Provisions) and an agreement entered into by the parties pursuant to paragraph 5(b) or paragraph 5(c) above, the terms of an agreement entered into pursuant to paragraph 5(b) or paragraph 5(c) shall prevail.
7. Unless otherwise indicated, for the purposes of the DataCore European Data Protection Provisions and any associated definitions, “controller”, “data subject”, “personal data”, “processing”, “processor” and “supervisory authority” have the meanings given to them in Article 4 of the GDPR, “Services Personal Data” means personal data collected by the DataCore Collection Manifest pursuant to the Agreement, “Data Protection Legislation” means the Privacy and Electronic Communications Directive 2002/58/EC, the General Data Protection Regulation (EU) 2016/679 (“the GDPR”), all applicable European Union Member State legislation implementing or accompanying any of the above together with any other applicable local data protection and electronic privacy and communications laws (including the Data Protection Act 2018) and all regulations, rules and/or guidance issued by any supervisory authority or body (each as amended or superseded from time to time), any reference to the GDPR includes the GDPR as it is applied into UK law and any reference to supervisory authority includes reference to the UK Information Commissioner, and “Agreement” means the End User Licensing Agreement between DataCore and you into which these DataCore European Data Protection Provisions have been incorporated.
8. The DataCore European Data Protection Provisions shall be governed and construed in accordance with the provisions of the Agreement, unless the GDPR requires them to be governed in accordance with the laws of a Member State of the European Union and/or the UK, in which case DataCore will designate an appropriate Member State of the European Union or the UK and the DataCore European Data Protection Provisions shall be governed and construed in accordance with the laws of the designated Member State or the UK to the extent necessary.

SCHEDULE TO THE DATACORE EUROPEAN DATA PROTECTION PROVISIONS

Part A

Appendix 1

to the Standard Contractual Clauses (entered into pursuant to paragraph 5(b))

Data exporter: The data exporter is you (a customer of DataCore software).

Data importer: The data importer is DataCore Software Cooperation (a provider of software and software services).

Data subjects: Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

Categories of data: The personal data transferred includes usernames, meta data relating to identifiable individuals and other personal data in an electric form collected by the DataCore Collection Manifest in the course of DataCore providing software services – particularly support, analysis and reporting services.

Processing operations: Processing activities include: collection, recording, organisation, storage, retrieval, consultation, analysis, reporting, disclosure, combination and erasure for the purposes of providing the data importer's software services.

Appendix 2

to the Standard Contractual Clauses (entered into pursuant to paragraph 5(b))

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

Personnel. Data importer's personnel will not process Services Personal Data that is solely processed on behalf of you except as required to provide services under the Agreement or as required or allowed by law. DataCore personnel are obligated to maintain the confidentiality of any Services Personal Data and this obligation continues even after their engagement ends.

Data Privacy Contact. The data protection officer of the data importer can be reached via the following email address: dataprotection@datacore.com

Technical and Organization Measures. The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Services Personal Data against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction. Controls include physical locks, barriers and access restrictions, industry standard authentication requirements for access to DataCore systems, and data is exchanged via encrypted VPN tunnels, encrypted communications and secure websites. Details of these measures may be updated from time to time.

Part B

Annex B

to the Standard Contractual Clauses (entered into pursuant to paragraph 5(c))

DESCRIPTION OF THE TRANSFER

Data subjects: Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

Purposes of the transfer(s): The transfer is made for the purpose of the data importer providing and the data exporter receiving software services – particularly support, analysis and reporting services.

Recipients: The personal data transferred may be disclosed only to DataCore's personnel, processors and business partners, and official authorities.

Data exporter: The data exporter is you (a customer of DataCore software).

Data importer: The data importer is DataCore Software Cooperation (a provider of software and software services).

Data Privacy Contact. The data protection officer of the data importer can be reached via the following email address: dataprotection@datacore.com

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