

- (1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (2) the likely consequences of the personal data breach;
- (3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (c) in complying, pursuant to Article 34 Regulation (EU) 2016/679/the UK GDPR, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

17.4.1.2 9.2 Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (b) the details of a contact point where more information concerning the personal data breach can be obtained;
- (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679/the UK GDPR.

18 SECTION III – FINAL PROVISIONS

18.1 Clause 10

18.1.1 *Non-compliance with the Clauses and termination*

- (a) Without prejudice to any provisions of Regulation (EU) 2016/679, the UK GDPR and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.
- (b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:
 - (1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

- (2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679, the UK GDPR and/or Regulation (EU) 2018/1725;
 - (3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679, the UK GDPR and/or Regulation (EU) 2018/1725.
- (c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.
- (d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law or UK law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

18.2 Clause 11

18.2.1 Commercial Terms

18.2.1.1 11.1 Interpretation

In accordance with Clause 2 above, no portion of this Clause 11 shall be deemed to amend, contradict or modify any portion of Clauses 1 to 10 above. In the event of any conflict or inconsistency between any portion of Clauses 1 to 10 above and this Clause 11, the relevant portion of Clauses 1 to 10 above shall prevail.

11.2 Confidentiality

- (a) Without prejudice to any confidentiality undertakings included in the Agreement, the processor shall use all reasonable efforts to keep and maintain all personal data confidential and not disclose such personal data to any third party, unless otherwise authorized in advance in writing by the controller or otherwise required by applicable law or where explicitly required by these Clauses or the Agreement.
- (b) Subject to any confidentiality undertakings in the Agreement, the controller undertakes to keep any and all information that the controller may receive about the processor's security measures, routines, IT systems, its business, Clients, working methods or that is otherwise of confidential nature, strictly confidential and not disclose confidential information about the processor to any third party. The controller accepts that this confidentiality undertaking shall survive the termination of these Clauses.

11.3 Notification, information and documentation

- (a) Where these Clauses require notification to be made or information to be provided to either Party, the notice shall be sent to the following e-mail addresses:
1. The controller:
The email address that has been communicated by the controller in relation to the online subscription and electronic signature related to execution of the Agreement
 2. The processor: support@drofus.com

- (b) For the purposes of Clause 7.6 (c), in relation to the controller's decision of a review or an audit, the controller may additionally take into account any attestations or other similar documentation held by the processor.
- (c) Without prejudice to section (a) above, for the purposes of Clause 7.7 section (a), the Parties agree that the processor shall inform the controller of any intended changes of the list of sub-processors by way of updating the list that is made available by the processor online cf. Annex IV to these Clauses.

11.4 Liability

- (a) The Parties acknowledge and agree that neither Party shall have an obligation to indemnify the other Party for any administrative fines imposed by a supervisory authority, the Information Commissioner's Office, or a court under Applicable Data Protection Legislation.
- (b) Any other liability for each of the Parties under these Clauses shall be limited in accordance with the cap agreed upon in the Agreement.
- (c) For the purposes of section (a) above, each Party shall, upon request and to the extent reasonably practicable, provide information to the other Party which may be useful within the scope of a supervisory authority or the Information Commissioner's Office matter or a court proceeding relating to the subject matter of these Clauses.

11.5 Assignment

Neither the rights nor the obligations of either Party under these Clauses may be assigned in whole or in part without the prior written consent of the other Party, unless otherwise stated in these Clauses.

11.6 Waiver

Failure by either Party to exercise or enforce any right available to that party or the giving of any forbearance, delay or indulgence shall not be construed as a waiver of the Party's rights under these Clauses.

11.7 Invalidity

If any term or provision of these Clauses is held by a court of competent jurisdiction to be illegal or unenforceable, in whole or part, the validity of the remaining provisions and of these Clauses and/or the Agreement shall remain unaffected. The same shall apply if these Clauses are incomplete.

11.8 Entire agreement

These Clauses form the entire agreement and understanding between the Parties with respect to its subject matter, and supersedes all prior discussions, agreements and understandings, of any kind, whether written or oral, between the Parties with respect to the subject matter of these Clauses.

11.9 No variation

No variation of these Clauses shall be valid or binding upon either Party unless it is made in writing and signed by a duly authorised representative of each Party.

11.10 Governing law and venue

These Clauses shall be governed and construed in accordance with the same laws as governing the Agreement, including with regard to agreed venue.

11.11 Dispute resolution

Any dispute arising out of or in connection with these Clauses shall be finally settled in accordance with the provisions regarding dispute resolution in the Agreement.

ANNEX I LIST OF PARTIES

Controller(s): The controller is the Client as referenced in the Order Form that incorporates the Agreement.

Processor(s): The processor is the designated dRofus legal entity referenced in the Order Form that incorporates this Agreement.

ANNEX II: DESCRIPTION OF THE PROCESSING

A complete description of the processing available at <https://www.drofus.com/privacy-policy>

ANNEX III TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The technical and organisational measures implemented to secure the security of the data are set out in dRofus' Security and Data Protection Addendum made available at: <https://support.drofus.com/support/solutions/articles/16000022255-security-and-data-protection>

ANNEX IV: LIST OF SUB-PROCESSORS

A complete list of sub-processors is available at: <https://www.drofus.com/subprocessors>