DATA PROCESSING AGREEMENT

between

[CUSTOMER]

AND

SENSORPRO

THIS DATA PROCESSING AGREEMENT is dated [DATE]

BETWEEN:

(1) **[CUSTOMER],** a company registered in Ireland with company number 98788 having its registered office at General Post Office, O`Connell Street Lower, Dublin 1, D01 F5P2, Ireland; and

(2) **Narragansett Technologies, t/a SensorPro,** a company registered in the Republic of Ireland with its company number 348985 having its registered office at SAI House, National Technology Park, Limerick, Ireland ("**the supplier")**; and

each a "**Party**" and together the "**Parties**" have agreed on the following contractual clauses (the "**Agreement**") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by **[CUSTOMER]** to the Processor of the Personal Data and the subsequent Processing of such Personal Data by the Processor.

BACKGROUND

(A) **The supplier** has agreed to provide the services as outlined in Schedule 1 ("the Service").

(B) The Parties hereby agree that the provisions of this Agreement govern the processing of Personal Data.

(C) **[CUSTOMER]** is acting as a Data Controller and **the supplier** is acting as the Data Processor.

(D) **[CUSTOMER]** has appointed **the supplier** to Process data on its behalf. The data to be Processed by **the supplier** includes some Personal Data. Data Protection Legislation places certain obligations upon **[CUSTOMER]** as a Data Controller, to ensure that any party it engages, such as **the supplier**, to Process data on its behalf, has sufficient processes in place to ensure that the Processing of Personal Data carried out on its behalf is secure and takes place in compliance with Data Protection Legislation.

(E) **The supplier** has agreed to provide the Service and to receive the Personal Data for Processing in accordance with the terms of this Agreement.

(F) The Parties have entered into this Agreement to ensure the fair Processing, compliant sharing and maintenance of security of the Personal Data, whether: (i) submitted to **the supplier** by **[CUSTOMER]**; and/or (b) accessed by **the supplier** under the authority of **[CUSTOMER]**; and/or (iii) all Personal Data otherwise received by **the supplier** for Processing on behalf of **[CUSTOMER]** and that all consequent Processing of the Personal Data pursuant to this Agreement takes place in compliance with Data Protection Legislation.

NOW IT IS HEREBY AGREED AS FOLLOWS;

1. "**Competent Authority**" shall mean the Irish Data Protection Commissioner and any replacement or successor authority or other supervisory authority with jurisdiction over a party.

"Data Protection Legislation" means any applicable legislation in force from time to time in relation to the use of Personal Data including without limitation any legislation or regulations which implement European Community Directive 95/46/EC and Directive 2002/58/EC, (as amended by Directive 2006/24/EC and 2009/136/EC),) including the Data Protection Acts 1988 and 2003, the General Data Protection Regulation EU No 2016/679 and any amendments, revisions or replacement in respect of the foregoing and all Irish and European Union (with direct effect) laws and regulations relating to processing of personal data and privacy and all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by a Competent Authority relating to the processing of Personal Data or privacy;

1.1 The terms "**Data Controller**", "**Data Subject**", "**Personal Data**" and "**Processing**" shall have the same meanings as in the Data Protection Legislation and "**Processed**" and "**Process**" shall be construed in accordance with the definition of "**Processing**".

2. **The supplier** acts as a Data Processor in respect of the Personal Data it Processes on behalf of [CUSTOMER] as set out in Schedule 2.

2.1 **The supplier** agrees that to the extent that it Processes Personal Data for or on behalf of [CUSTOMER], it is subject to, and agrees to comply fully with the Data Protection Legislation.

2.2 **The supplier** shall cooperate with [CUSTOMER] and shall take all reasonable steps requested by [CUSTOMER] where such is required for [CUSTOMER] to comply with any notification or other obligations applicable to [CUSTOMER] under the Data Protection Legislation.

2.3 In respect of the Processing of Personal Data by **the supplier** or its affiliates under or in connection with this Agreement, **the supplier** shall, and shall procure that its Affiliates shall:

(a) only Process the Personal Data to the extent required to provide the Service in accordance with the terms of this Agreement or otherwise in accordance with documented instructions of [CUSTOMER] from time to time;

(b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised to do so in writing by [CUSTOMER];

(c) promptly comply with any request from [CUSTOMER] requiring **the supplier** to amend, transfer or delete any Personal Data;

(d) implement appropriate technical and organisational measures to:

(i) protect Personal Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration, or disclosure which measures shall be in accordance with the

requirements of Data Protection Legislation including, without prejudice to the generality of the foregoing, Article 32 of the GDPR; and

(ii) comply with Data Protection Legislation;

(e) ensure that all Affiliates engaged in the provision of the Service are bound by confidentiality obligations and shall further ensure that such Affiliates are made aware of and observe **the supplier's** obligations under this Agreement with regard to the security and protection of Personal Data;

(f) not do or permit anything to be done which might cause [CUSTOMER] in any way to be in breach of the Data Protection Legislation;

(g) provide such written evidence of **the supplier's** compliance with Data Protection Legislation as may be requested by [CUSTOMER] from time to time;

(h) cooperate and assist, as requested by [CUSTOMER], and put appropriate technical and organisational measures in place to enable [CUSTOMER] to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by **the supplier** under this Agreement (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data);

(i) not process the Personal Data anywhere outside of the European Economic Area (EEA) without the prior written consent of [CUSTOMER] (and subject then, in the event of any transfer outside the EEA, to the execution of any document or agreement which, in the reasonable opinion of [CUSTOMER], is required in order to lawfully effect any such transfer of Personal Data);

(j) inform [CUSTOMER], prior to processing the Personal Data, of any legal requirement required by EU or Irish law which obliges **the supplier** to transfer the Personal Data outside the EEA,

(k) at the request of [CUSTOMER] or any competent regulatory or supervisory authority, submit for audit the Processing activities (and related facilities) carried out pursuant to this Agreement which audit shall be carried out by [CUSTOMER], its authorised Affiliates (bound by a duty of confidentiality) and/or Affiliates of the relevant regulatory or supervisory authority; and

(l) cease Processing the Personal Data immediately upon the termination or expiry of this Agreement or, if sooner, the termination of the Service to which it relates and as soon as possible thereafter, at [CUSTOMER]'s option and request, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and **the supplier** shall confirm in writing that this sub-clause has been complied with in full. The provisions of this sub-clause shall not apply to the extent **the supplier** is obliged by applicable law in force in Ireland or in the EU to keep copies of the Personal Data.

2.4 **The supplier** shall notify [CUSTOMER] as soon as reasonably practicable:

(a) and in any event within twenty-four (24) hours of receiving any legally binding request for disclosure of Personal Data by a law enforcement or other Competent Authority unless prohibited by law from doing so;

(b) of receiving any request directly from a Data Subject without responding to that request, unless required by law or unless it has been otherwise authorised by [CUSTOMER] to do so;

(c) of receiving any correspondence, notice or other communication whether orally or in writing from a Competent Authority relating to the Personal Data; and

(d) immediately upon becoming aware of a breach of this Clause **Error! Reference source not found.**.

2.5 Without prejudice to any other provision of this Agreement, [CUSTOMER] may, on reasonable notice, request a detailed written description of (i) the technical and organisational methods employed by **the supplier** and its affiliates (if any) for the Processing of Personal Data; and/or (ii) the Processing activities carried out by **the supplier** on behalf of [CUSTOMER] containing at least the amount of detail as required by Article 30(2) of the GDPR .Within ten (10) days of receipt by **the supplier** of [CUSTOMER]'s written request (which shall include a detailed description of [CUSTOMER]'s requirements), **the supplier** shall deliver a written report to [CUSTOMER] in sufficient detail that [CUSTOMER] can reasonably determine whether or not any applicable Personal Data is being or has been Processed in compliance with the Data Protection Legislation and in accordance with this Agreement.

2.6 If **the supplier** or any of its Affiliates becomes aware of any Data Protection Incident, then **the supplier** shall promptly and without undue delay (but in any event within twenty-four (24) hours of discovery) notify [CUSTOMER] by telephone and by email of the said Data Protection Incident. **The supplier** shall, at no additional cost to [CUSTOMER], provide [CUSTOMER] with all resources, assistance and cooperation as are required by [CUSTOMER] for [CUSTOMER] to notify the Competent Authority of a Data Protection Incident and for [CUSTOMER] to provide such reports or information as may be requested by it in relation to such Data Protection Incident and/or for [CUSTOMER] to notify the relevant Data Subjects of such Data Protection Incident, as applicable. For the purposes of this sub-clause, "**Data Protection Incident**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

2.7 **The supplier** shall, at no additional cost to [CUSTOMER], provide [CUSTOMER] with all resources and assistance as are required by [CUSTOMER] for [CUSTOMER] to discharge its duties pursuant to Articles 35 and 36 of the GDPR including, but not limited to, promptly at the request of [CUSTOMER] providing information in respect of any data protection impact assessment which [CUSTOMER] conducts.

2.8 **The supplier** may only authorise a Sub-processor to Process the Personal Data being Processed for or on behalf of [CUSTOMER] with the prior written consent of [CUSTOMER] and provided that:

(a) the Sub-processor's contract is on terms which are substantially the same as those set out in this Clause 2;

(b) the Sub-processor will be subject to the same obligations as those which **the supplier** is subject to under this Clause 2; and

(c) the Sub-processor's contract insofar as it relates to the Service or any part thereof terminates automatically on termination of this Agreement for any reason.

2.9 Where **the supplier** appoints or otherwise uses the services of a Sub-processor, **the supplier** shall be fully liable to [CUSTOMER] for the performance, acts and omissions of such Sub-processor. Nothing in this Agreement shall relieve **the supplier** of any liability for the acts or omissions of its staff, employees or **the supplier's** in relation to the Personal Data.

2.10 **The supplier** agrees not to use any Personal Data which it processes on behalf of [CUSTOMER] for direct marketing purposes without the prior written authorisation of [CUSTOMER].

2.11 **The supplier** agrees and warrants that the technical and organisational measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art.

2.12 **The supplier** further agrees and warrants that the processing of the Personal Data has been and will continue to be carried out in accordance with the Data Protection Legislation.

2.13 **The supplier** shall immediately notify [CUSTOMER] of any breach of its obligations under this Agreement and shall indemnify [CUSTOMER] for all costs, losses, claims, damages, expenses or proceedings incurred or suffered by it as a result of a breach of this Agreement.

IN WITNESS whereof this Agreement has been duly entered into on the date shown at the beginning of this Agreement

Signed by

Duly authorised for and on behalf of

Narragansett Technologies, t/a SensorPro

In the presence of

Signed by:

Duly authorised for and on behalf of

[CUSTOMER]

In the presence of

Schedule 1

Scope of Work agreed to be carried out by the supplier for and on behalf of [CUSTOMER]

1. **Description of work to be carried out**

The broad requirements are:

General requirements from [CUSTOMER] to Sensorpro:

Sensorpro will provide [CUSTOMER] with an annual subscription to their email marketing platform which allows [CUSTOMER] to upload a list of marketing opted in customers, and all customers wherein a service update is required for the purpose of informing them of [CUSTOMER] products and services and any changes.

Sensorpro will provide a profile for [CUSTOMER] which allows [CUSTOMER] and its employees where required to log in, and build an email using its campaign builder, upload contacts and broadcast the message either instantly or at a specified scheduled time.

Sensorpro will capture record of those customers who unsubscribe at any point to ensure they are not marketed to in future comms regardless of whether they are included in new imports of data.

Schedule 2

Personal Data processed by The supplier on behalf of [CUSTOMER]

Subject matter of processing:	Sensorpro provide an email marketing platform which allows [CUSTOMER] to correspond with its customers via email; majority for those opted in to email marketing from [CUSTOMER] on its products and services but occasionally for use to communicate services changes to all customers regardless of opt out/in status.
Duration of Processing:	[CUSTOMER] renews an annual subscription with Sensorpro of which the duration begins on 1st January and ends on 31st December yearly.
Nature of Processing:	Sensorpro allows [CUSTOMER] members of staff to create an email broadcast including an email design developed by [CUSTOMER] team and an imported list of contacts also uploaded by [CUSTOMER] team. Once created the broadcast is then triggered by a member of [CUSTOMER] staff and the Sensorpro website begins to broadcast the message to all those specified in the imported list of contacts.
Business Purposes:	Sensorpro gives [CUSTOMER] the ability to communicate with all customers simultaneously about marketing offers where opted in and services changes regardless of opt in status.
Personal Data Categories:	First name Email Address