

## **MiCloudSW Data Processing Terms Controller to Controller**

“MiCloudSW” shall mean “MiCloudSW FZ-LLC” or “MiCloudSW Cyprus Limited” as applicable, their affiliates and subsidiary companies.

“Partner” shall mean “Partner”, “Distributor” and “CASP Distributor” as defined in the documents referencing this Agreement

These Terms sets out the framework for the sharing of personal data between the parties as data controllers.

### **1. Definitions**

For the purposes of these Terms, the following shall have the meanings set out below:

**(a) Agreed Purposes:** The performance by each party of its obligations under these Terms, and the promotion of the products and services that form the subject of the applicable Partner Program Order Form between the parties (together the “Agreement”).

**(b) Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organizational measures:** as set out in the Data Protection Legislation in force at the time

**(c) Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy as well as (ii) any local law data protection legislation from time to time in force.

**(d) Permitted Recipients:** The parties to the Agreement, its Affiliates, the employees of each party, any third parties engaged to perform obligations in connection with the Agreement.

**(e) Shared Personal Data:** the personal data to be shared between the parties under Section 2 of the Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- i. Names
- ii. Their geographical and email addresses, and
- iii. Telephone numbers

**2. Shared Personal Data.** Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

**3. Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect.

**4. Particular obligations relating to data sharing.** Each party shall:

**(a)** 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;

**(b)** give full information to any data subject whose personal data may be processed under the Agreement of the nature such processing. This includes giving notice that, on the termination of the Agreement, 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;

- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Agreement;
- (f) ensure that it has in place appropriate technical and organizational measures, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (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

**5. Assistance.** Partner shall assist Licensor in complying with all applicable requirements of the Data Protection Legislation. In particular, Partner shall:

- (a) consult with Licensor about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform Licensor about the receipt of any data subject access request;
- (c) provide Licensor with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting Licensor wherever possible;
- (e) assist Licensor, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Licensor without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with these terms and allow for audits by Licensor or Licensor's designated auditor; and
- (j) provide Licensor with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the raining of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of compliance with the Data Protection Legislation.

**6. Indemnity.** Partner will indemnify, hold harmless and, at Representative's request, defend Licensor and its affiliates, directors, officers, employees, agents and independent partners from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with either (A) any breach of the Data Protection Legislation, (B) any negligent or willful act or omission of Partner or Partner's employees or agents, including but not limited to the extent such act or omission causes or contributes to any violation or claimed violation of a third parties' rights arising in whole or in part from the grant of rights to MiCloudSW hereunder or MiCloudSW's exercise of any such rights. Partner will maintain adequate insurance to protect itself from and indemnify MiCloudSW against claims giving rise to indemnification pursuant to this Paragraph. No limitation of liability shall apply to this indemnity obligation.

MiCloudSW shall have the exclusive right to control its defence and/or the settlement. In no event shall Partner settle any claim, action or proceeding without MiCloudSW's prior written approval.