

# Data Processing Agreement

This Data Processing Agreement ("DPA") forms an integral part of the Master Services Agreement as concluded between parties. This DPA is entered into by and between the Customer (the Data Controller), hereinafter referred to as "Controller," and Producthub, hereinafter referred to as "Processor,".

## 1. General

1. Controller and Processor have entered into an agreement whereby Processor will provide services to Controller that involve the processing of personal data.
2. All terms shall have the meaning as defined in the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).
3. This DPA applies where and only to the extent that Producthub processes Client Data on behalf of Controller that is subject to Data Protection Law in the course of providing the Services pursuant to the Agreement.
4. The Processor agrees that all employees, contractors, or other personnel ("Staff") engaged in the performance of services under this agreement shall be bound by a Non-Disclosure Agreement (NDA).
5. The Processor shall ensure that all Staff receive appropriate training and guidance regarding their obligations under the NDA.
6. The Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the General Data Protection Regulation (GDPR).
7. The Processor shall take appropriate measures to ensure that any third parties engaged in the processing of personal data on behalf of the Controller are bound by confidentiality obligations equivalent to those set forth in this agreement.

## 2 The processing of personal data

1. Processor shall process personal data on behalf of Controller solely for the purpose of providing the services as described in the underlying agreement between Controller and Processor.
2. Processor shall not process personal data for any other purpose or in any manner that is inconsistent with the instructions provided by Controller, unless required to do so by applicable law.
3. The Controller acknowledges and agrees that it is responsible for ensuring that the processing of personal data under this agreement is lawful in accordance with applicable data protection laws.
4. The Controller shall ensure that it has a valid lawful basis for processing personal data, as required by Article 6 of the GDPR.

### 3. Data protection obligations

1. Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the GDPR.
2. Processor shall assist Controller in ensuring compliance with the obligations set forth in Articles 32 to 36 of the GDPR.
3. Processor shall promptly, within 72 hours after becoming aware of the data breach notify Controller of any data breaches involving personal data, providing all necessary information and cooperation to enable Controller to comply with its obligations under the GDPR.

### 4. Subprocessors

1. Processor has Controller's general authorisation for the engagement of sub-processor(s) from an agreed list (**Annex 1**). Processor shall specifically inform Controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least **seven (7) days** in advance, thereby giving Controller sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s).
2. Processor shall provide Controller with the information necessary to enable Controller to exercise its right to object.
3. Where Processor engages a sub-processor to carry out specific processing activities (on behalf of Controller), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the Processor.

### 5. Data subject rights

1. Processor shall give reasonable cooperation to Controller in responding to requests from Data Subjects to exercise their rights under the GDPR, including but not limited to access, rectification, erasure, and data portability against a reasonable hourly fee.
2. Processor shall promptly notify Controller of any request received from a Data Subject regarding personal data processed by Processor on behalf of Controller. For informing the Controller of a request no additional costs shall be invoiced.

### 6. Data transfer

1. Controller acknowledges and agrees that Processor may transfer and process Personal Data to and within the United States and the other locations in which Producthub, its Affiliates or its Sub-processors maintain data processing operations, described on Annex 1. Such transfers shall be in line with chapter V of the GDPR.

### 7. Audit and compliance

1. Processor shall make available to Controller all information necessary to demonstrate compliance with the obligations set forth in this DPA, and shall allow for and contribute to audits, including inspections, conducted by Controller or an auditor mandated by Controller, provided the audit shall be conducted at the Controllers expense (including a reasonable hourly fee for the hours spend by Processor), parties mutually agree on the scope, time and duration, Controller has given a 30 days notice and the audit shall not interfere with Processors daily operations. Parties agree that the result of any audit is confidential between parties.

## 8. Deletion

1. Processor shall make available to Controller all information necessary to demonstrate compliance with the obligations set forth in this DPA, and shall allow for and contribute to audits, including inspections, conducted by Controller or an auditor mandated by Controller, provided the audit shall be conducted at the Controllers expense (including a reasonable hourly fee for the hours spend by Processor), parties mutually agree on the scope, time and duration, Controller has given a 30 days notice and the audit shall not interfere with Processors daily operations.

## 9. Limitation of liability

1. The Processor's total liability to the Controller arising out of or in connection with this Data Processing Agreement (DPA), including any claims related to the processing of personal data, shall be subject to the limitations set forth in the Master Agreement between the parties.
2. In no event shall the Processor's aggregate liability under this DPA exceed the total fees paid or payable by the Controller to the Processor under the Master Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim.
3. The limitations of liability set forth in this clause shall apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and shall survive termination or expiration of this DPA.

## Annex 1 - List of Subprocessors

### **Cloud Hosting and Infrastructure Providers**

- Amazon Web Services (AWS): Cloud infrastructure and hosting services.

### **Error Monitoring and Logging**

- Sentry.io: Error tracking and monitoring.

### **Analytics and Marketing**

- Mixpanel: Product Analytics Service
- Amplitude: Product Analytics Service
- Google Analytics: Web analytics service.
- HubSpot: Marketing, sales, and service software.

### **Communication and Collaboration Tools**

- Slack: Team communication and collaboration.
- Notion: Knowledge management and note-taking.