

RamBase data processing terms

Data processing terms

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The customer agreeing to these terms ("**Customer**") is the Controller of Personal Data processed by Customer's RamBase partner ("**Partner**"). Partner acts as a Processor towards Customer when delivering RamBase to Customer. Customer and Partner are each referred to as a **Party**, commonly the **Parties**.

These terms (the "**Terms**") will be effective and replace any previously applicable data processing agreement relating to the use of RamBase.

These terms will remain in effect until, and automatically expire upon, the return or deletion of all Personal Data by Partner in accordance with section 5.7.

1 Definitions

Words written with capital first letter shall have the meaning as set forth in the GDPR article 4 if not otherwise explicitly stated herein. Definitions used in RamBase Terms and Conditions shall have the same meaning in these terms if not otherwise explicitly stated herein.

Applicable Data Protection Law: Regulation (EU) 2016/679 (the "**GDPR**") and all local privacy laws and regulations applicable to the Parties.

Sub-processor: A Processor which processes Personal Data on behalf of Partner.

Personal Data: Personal Data shall have the meaning as set forth in the GDPR, but relates only to the Personal Data processed by Partner or its Sub-processor for the provision of Services according to the RamBase Terms and Conditions and these Terms.

Third Countries: locations outside the EU/EEA which do not ensure an adequate level of data protection according to a decision by the EU Commission (an adequacy decision).

2 Compliance with Applicable Data Protection Law

Each Party shall comply with the obligations applicable to it under Applicable Data Protection Law.

The Customer shall notify Partner if local privacy laws and regulations applicable to the Customer puts obligations on Partner exceeding the obligations following the GDPR.

3 Scope of processing

Customer instructs Partner to process Personal Data only in accordance with Applicable Data Protection Law, for the purpose of providing RamBase and in accordance with "**Description of processing activities**" as per the Effective Date. Partner will notify Customer if material changes are made to this document. If Customer does not agree to the changes, Customer may within 90 days from the notification terminate the RamBase Agreement upon written notice to Partner. Termination will only be accepted if there is a justifiable reason for termination, e.g. that a processing activity lacks a legal basis or otherwise implies non-compliance with Applicable Data Protection Law.

Partner will comply with the instructions described in **Description of processing activities** unless mandatory law to which Partner is subject requires other processing of Personal Data by Partner, in which case Partner will notify Customer (unless that law prohibits Partner from doing so on important grounds of public interest) before such other processing.

4 Customer's obligations

Customer shall:

- (a) keep records of its processing activities in accordance with the GDPR article 30(1).
- (b) make sure there is a legal basis for the processing activities carried out by Partner or its Sub-processors in accordance with **Description of processing activities**.
- (c) make sure that the Data Subjects receives relevant and adequate information about the processing of Personal Data about them (cf. the GDPR article 13 and 14).
- (d) handle and reply to requests from Data Subjects which want to exercise their rights under Applicable Data Protection Law.
- (e) in good faith co-operate with Partner in order for Partner and its Sub-processors to comply with requirements applicable to them as processors towards Customer. The Customer shall notify Partner if a DPIA is carried out, which concludes that specific security measures should be implemented.

5 Partner's obligations

5.1 Use of Sub-processors

Customer specifically authorizes the engagement of the Sub-processors listed in "**Authorized Subcontractors**" as per the Effective Date.

If a new Sub-processor is engaged, Customer will be notified of the engagement (including the name and location of the relevant Sub-processor and the activities it will perform) at least 30 days before the new Sub-processor starts processing any Personal Data according to these Terms. Notification will be provided in RamBase. In RamBase, Customer may as well sign up for notifications on email.

Customer may, within 90 days after being notified of the engagement of a new Sub-processor, object by terminating the RamBase Agreement immediately upon written notice to Partner. Termination will only be accepted if there is a justifiable reason for the non-acceptance of the new Sub-processor, e.g. that it does not comply with Applicable Data Protection Law or mandatory security requirements applicable to Customer.

When engaging any Sub-processor, Partner will ensure via a written contract that the Sub-processor only accesses and uses Personal Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the RamBase Agreement.

Partner remains fully liable for all obligations subcontracted to, and all acts and omissions of, the Sub-processor.

5.2 Transfer of Personal Data to Third Countries

By accepting the Terms, Customer agrees to the transfer of Personal Data to the locations described in **Authorized Subcontractors** as per the Effective Date in accordance with the prefilled **EU Standard Contractual Clauses**.

Partner will notify Customer at least 30 days prior to the transfer if a new Third Country is added to **Authorized Subcontractors** and provide Customer with an updated EU Standard Contractual Clauses for Customer to accept or information of another valid legal basis for the transfer. Such notification will be provided in RamBase.

Customer may in such case, within 90 days after being notified of the intended transfer, object by terminating the RamBase Agreement immediately upon written notice to Partner. Termination will only be accepted if there is a justifiable reason for the Customer's non-acceptance of the intended transfer, e.g. that the transfer implies or is likely to imply non-compliance with Applicable Data Protection Law or mandatory security requirements applicable to Customer.

5.3 Security of processing

Partner will implement and/or make sure that the relevant Sub-processors implement, appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taken specifically into account the importance of securing the confidentiality, integrity and availability of Personal Data. The measures include i.a.:

- (a) **Procedures regarding handling of non-conformance:** the establishment of a change management process to control the lifecycle of all changes with minimum disruptions to RamBase;

- (b) **Access Control Policies:** access to Personal Data is restricted to authorized and authenticated users only on a "need to know" basis, and authorization is given in accordance with directives from the Customer. Personnel access rights are periodically reviewed;
- (c) **Physical Security Measures:** provide physical access restrictions to Partner's or relevant Sub-processors premises (offices, data centers and other);
- (d) **Confidentiality Policies:** procedure to ensure that all personnel are aware of and have undertaken a duty of confidentiality with regard to the processing of Personal Data. The procedure involves signing of a confidentiality agreement.
- (e) **Training:** ensure that its personnel are given sufficient training and instructions in order to fulfil Partner's security obligations;
- (f) **Other documentation and internal control mechanisms** such as risk assessments and article 30(2)-protocols.

Partner will provide the Customer with more information and relevant security documentation upon request.

5.4 Assistance to Customer

Partner undertakes to:

- (g) provide assistance to the Customer in order for the Customer to assure compliance with its responsibilities under Applicable Data Protection Law, hereunder relevant and reasonable assistance with regard to the fulfilment of risk analysis and DPIAs.
- (h) provide reasonable assistance to the Customer in the case of requests from Data Subjects which want to exercise their rights under Applicable Data Protection Law;

Assistance to the Customer will be charged the Customer at current hourly rates.

5.5 Notifications to Customer

Partner undertakes to immediately notify the Customer:

- (i) if not able (temporarily or permanently) to comply with the Terms or Applicable Data Protection Law;
- (j) if Partner believes an instruction from Customer violates Applicable Data Protection Law;
- (k) upon requests from authorities and/or regulatory authorities to disclose Personal Data unless otherwise prohibited, such as a prohibition under criminal law to maintain the confidentiality of a police investigation;
- (l) upon the detection of a Personal Data Breach. Such notification will be provided in accordance with the GDPR article 33 without undue delay and no later than 36 hours from detection. The Customer is responsible for notifying the Data Protection Authorities and affected Data Subjects (if applicable).

(m) upon any request received directly from the Data Subject which want to exercise their rights under Applicable Data Protection Law.

5.6 Access to information and audit rights

Partner annually issues a self-assessment documenting the compliance with Applicable Data Protection Law and information security requirements. The self-assessment is made available free of charge upon Customer's request.

Partner will provide the Customer with further information and documentation if necessary for the Customer to ensure compliance with its obligations following Applicable Data Protection Law.

Customer may at its own cost inspect Partner's or its Sub-processors infrastructure, systems and procedures to check that Partner complies with Applicable Data Protection Law and these terms. Partner may require that Customer sign Partner's non-disclosure agreement prior to such inspection.

If audits, inspections or inquiries reveal substantial breaches of Applicable Data Protection Law or these terms, the Customer will not be charged for the inspection or for the Partner's or Sub-processor's actions to correct these breaches.

5.7 Deletion upon termination

Upon termination of the RamBase Agreement (as defined in RamBase Terms and Conditions), Partner and its Sub-processor(s) will on request from Customer and at the Customers sole discretion, return or delete all Personal Data processed on behalf of Customer.

If Customer chooses deletion of Personal Data, Partner or its Sub-processor(s) shall document in writing that deletion or destruction has taken place within a reasonable period of time after termination of the RamBase Agreement.

The above provisions do not apply to the extent that mandatory laws or regulations prohibits return, deletion or destruction of data.

Partner's (or ist Sub-processor's) accrued time (including necessary preparations and complementary work) for the returning and/or safe destruction of Personal Data as described above will be charged the Customer at current hourly rates. This does not apply if the RamBase Agreement is terminated due to a material breach of the RamBase Agreement by Partner.