

## DATA PROCESSING TERMS

### 1. CONTRACT STRUCTURE

- 1.1 Unless otherwise expressly agreed by Hazy in writing, these Data Processing Terms are the Data Processing Terms referred to in our General Terms and form part of the Agreement between Hazy and Customer, as the same may be updated and/or amended from time to time. The current version of our General Terms is at <https://hazy.com/>.
- 1.2 Except to the extent otherwise defined in these Data Processing Terms (including in Clause 4) or the context otherwise requires, terms defined in our General Terms shall, where used in these Data Processing Terms, have the same meanings as given to them in our General Terms. The rules of interpretation set out in our General Terms apply to these Data Processing Terms. In these Data Processing Terms, references to Clauses are to clauses of these Data Protection Terms unless expressly stated otherwise.

### 2. DATA PROCESSING

- 2.1 As at the Effective Date, the parties anticipate (and intend) that the provision of the Software and the services to be provided by or on behalf of Hazy under this Agreement will not involve the processing of any Personal Data by Hazy as a processor. Accordingly, Customer shall ensure that Hazy and its subcontractors are not provided with access to any Personal Data in connection with the Agreement (other than contact details for the purposes of managing the relationship between the parties and this Agreement) without the express prior written agreement of Hazy.
- 2.2 If the parties agree that it will be necessary for Hazy to process Customer Personal Data as a processor on behalf of Customer, prior to any such processing taking place the parties (acting reasonably and without undue delay) shall discuss, agree and document in writing the relevant processing details in the form attached in the Appendix to these Data Processing Terms.

### 3. DATA PROTECTION

- 3.1 If and to the extent Hazy is required to process Customer Personal Data in the performance of its obligations under the Agreement the parties agree:
- 3.1.1 that for that Customer Personal Data, Customer shall be the Controller and Hazy shall be the Processor;
- 3.1.2 the processing to be carried out by Hazy shall comprise the processing set out in the Data Processing Details; and
- 3.1.3 the parties shall comply with their respective obligations set out in this Clause 3.
- 3.2 Except as otherwise required by applicable law, as Processor, Hazy will:
- 3.2.1 only process Customer Personal Data in accordance with Customer's documented instructions as set out in this Clause 3 and the

Data Processing Details ("**Processing Instructions**"); and

- 3.2.2 only process Customer Personal Data where necessary in connection with the provision of the Software installation services, Support Services or other services provided under the Agreement to Customer.
- 3.3 If Hazy is unsure as to the parameters or lawfulness of the instructions issued by Customer, Hazy will revert to Customer for the purpose of seeking clarification or further instructions (which Customer shall promptly provide).
- 3.4 Hazy shall cooperate and assist Customer with any data protection impact assessments ("**DPIAs**") and consultations with (or notifications to) relevant regulators as required by DP Law in relation to Customer Personal Data and the services provided by Hazy under this Agreement. Customer shall pay any costs reasonably incurred by Hazy in connection with Hazy's performance of its obligations under this Clause 3.4.
- 3.5 Hazy shall forward to Customer without undue delay and otherwise cooperate with and assist Customer with any requests from data subjects of any Customer Personal Data pursuant to DP Law. Customer shall pay any costs incurred by Hazy in connection with Hazy's performance of its obligations under this Clause 3.5.
- 3.6 Hazy shall:
- 3.6.1 ensure that its personnel will not process Customer Personal Data except in accordance with the Processing Instructions; and
- 3.6.2 procure that its personnel engaged in the processing of Customer Personal Data are contractually obligated to maintain the security and confidentiality of any Customer Personal Data and this obligation continues even after their engagement ends.
- 3.7 Hazy shall:
- 3.7.1 at Customer's option, securely delete or return all copies of Customer Personal Data; and
- 3.7.2 cease processing such Customer Personal Data after the business purposes for which Customer Personal Data was collected or transferred have been fulfilled (or earlier upon Customer's written request).
- 3.8 Hazy shall implement and maintain throughout the term of the Agreement appropriate technical and organisational measures intended to protect Customer Personal Data against accidental, unauthorised or unlawful access, disclosure, alteration, loss, or destruction, which shall:
- 3.8.1 be of at least the minimum standard required by DP Law; and

- 3.8.2 ensure a level of security for Customer Personal Data appropriate to the risks that are presented by the processing.
- 3.9 If Hazy becomes aware that any Data Breach has occurred Hazy shall, without undue delay, notify Customer of the Data Breach and provide such information as Customer may reasonably request to allow Customer to report the Data Breach and/or notify affected data subjects as required under DP Law.
- 3.10 Hazy shall as soon as reasonably practicable (and in any event within 72 hours) inform Customer if it receives a complaint or request relating to either party's obligations under DP Law in respect of Hazy's processing of Customer Personal Data and, subject to applicable law, shall provide Customer with relevant details of such complaints or requests.
- 3.11 Customer provides its general consent to allow Hazy to engage subprocessors for the purposes of Hazy providing the Software and performing the services provided by it under the Agreement. Hazy shall:
  - 3.11.1 inform Customer of any intended changes concerning the addition or replacement of subprocessors, thereby giving Customer the opportunity to object to such changes; and
  - 3.11.2 ensure such subprocessors are contractually bound to obligations relating to the procession of Customer Personal Data no less stringent than the relevant obligations contained in this Clause 3. Hazy shall remain fully liable to Customer for the performance of the subprocessor's data protection obligations in relation to Customer Personal Data where the subprocessor fails to fulfil those data protection obligations.
- 3.12 Hazy (or any subprocessor) shall only transfer Customer Personal Data from the United Kingdom or European Union to a country outside the United Kingdom and European Economic Area or an international organisation where such transfer:
  - 3.12.1 is subject to appropriate safeguards; and
  - 3.12.2 otherwise complies with DP Law.
- 3.13 Hazy shall: without undue delay on reasonable request make available to Customer all information necessary to demonstrate its compliance with its obligations under DP Law; and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer (subject to such auditor entering into a confidentiality agreement on terms satisfactory to Hazy), in relation to Hazy's processing of Customer Personal Data. Customer shall pay any costs incurred by Hazy in connection with Hazy's performance of its obligations under this Clause 3.13 and shall use reasonable endeavours to minimise disruption to Hazy's business and comply with Hazy's reasonable directions relating to the safeguarding of the confidentiality of Hazy's Confidential Information in connection with any such audit.
- 3.14 Each party shall at all times comply with all applicable DP Law.

## 4. DEFINITIONS AND INTERPRETATION

- 4.1 The following definitions shall apply to these Data Protection Terms:
  - "Controller", "Processor", "data subject", "Personal Data" and "processing"** all have the meanings given to those terms in DP Laws, and related terms such as **"process"** shall have corresponding meanings;
  - "Customer Personal Data"** means any Personal Data provided or made available by or on behalf of Customer to Hazy;
  - "Data Breach"** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Personal Data;
  - "Data Processing Details"** means the data processing details agreed and documented in accordance with the Appendix to these Data Processing Terms, as updated from time to time by written agreement of the parties; and
  - "DP Law"** means any applicable law relating to the processing, privacy or use of Personal Data, as applicable to Hazy, Customer and/ or the services provided under this Agreement, including:
    - (a) the Data Protection Act 2018;
    - (b) the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**GDPR**"), and/or any corresponding or equivalent national laws or regulations; and
    - (c) any judicial or administrative interpretation of those laws, and any mandatory guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant data protection supervisory authority.

## APPENDIX DATA PROCESSING DETAILS

**[Drafting Note: Parties to populate this Appendix 1 in accordance with Section 4 of the Licence Specific Terms to reflect the processing taking place (if any) as part of the installation and/or support services.]**

<b>SUBJECT-MATTER, NATURE AND PURPOSE OF THE PROCESSING</b>	Hazy is processing Customer Personal Data to provide the applicable services under the Agreement.
<b>DURATION OF PROCESSING</b>	[For the Licence Term.]
<b>CUSTOMER PERSONAL DATA IN SCOPE</b>	<p><b>[Drafting Note: insert description of any personal data to be processed by Hazy]</b></p> Customer Personal Data consisting of: <ul style="list-style-type: none"> <li>• [ ]</li> </ul>
<b>PERSONS AFFECTED (DATA SUBJECTS)</b>	<p><b>[Drafting Note: insert description of individuals whose personal data is to be processed by Hazy]</b></p> The group of data subjects affected by the processing of their Customer Personal Data consists of: <ul style="list-style-type: none"> <li>• [ ]</li> </ul>