

THIS AGREEMENT IS DATED: Wednesday, 9th January 2019

PARTIES

This Data Processing Agreement ("**DPA**") is made between:

- (1). Mooloop Limited incorporated and registered in England and Wales whose registered office is at Park House, 37 Clarence Street, Leicester, LE1 3RW trading as Jumplead ("**Jumplead**"); and
- (2). TenCate Advanced Armour incorporated and registered in Denmark whose registered office is at Damsbovej 10, Vissenbjerg, Southern Denmark, DK-5492 ("**Customer**").

BACKGROUND

Jumplead has agreed to supply and license certain software products to the Customer under the terms of the Agreement (as defined below) and, in accordance with the terms of this DPA, will process certain personal data on behalf of the Customer in order to fulfil the terms of that Agreement.

AGREED TERMS

1. Definitions and Interpretation

- 1.1. The following definitions apply in this DPA:

"**Account**" has the meaning given to it in the Agreement.

"**Agreement**" means the agreement entered into between Jumplead and the Customer which is subject to Jumplead's Terms of Business from time to time, governing the provision of the Service to Customer.

"**Customer Data**" means any Personal Data that Jumplead processes on behalf of the Customer under the terms of the Agreement.

"**Data Protection Laws**" means all applicable privacy and data protection laws (as may be amended, superseded, replaced or updated from time to time) including national implementing laws, regulations and secondary legislation relating to the processing of Personal Data and the privacy of electronic communications, the General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

"**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**") that is processed by Jumplead as a result of, or in connection with, the provision of the Service under the Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Processing**" means either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties and the expressions "**process**" and "**processes**" shall be construed accordingly.

"Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data transmitted, stored or otherwise processed.

"Service" has the meaning given to it in the Agreement

"Sub-Processor" means any Data Processor engaged by Jumplead in order to assist Jumplead in fulfilling its obligations under the terms of the Agreement or this DPA.

2. Relationship with the Agreement

- 2.1. This DPA together with the Agreement together constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. In the case of conflict or ambiguity between any of the provisions of this DPA and the provisions of the Agreement, the provisions contained within this DPA will prevail.
- 2.2. In no event shall the Customer attempt to exclude or otherwise limit its liability with respect to rights of the Data Subject under the Data Protection Laws, this DPA, or otherwise. The Customer further agrees that it shall indemnify Jumplead, keep Jumplead indemnified and hold Jumplead harmless from and against any liabilities, actions, claims, demands, loss, damage, costs or expenses (including reasonable legal fees), including regulatory penalties, suffered or incurred by Jumplead that arise as a result of, or in connection with, the Customer's failure (alleged or otherwise) to comply with its obligations under this DPA or any applicable Data Protection Laws.
- 2.3. This DPA will come into force once you have entered into the Agreement and indicated your acceptance to the terms of this DPA by ticking the appropriate box during the Account sign-up process.
- 2.4. This DPA will remain in full force and effect so long as:
 - (i) the Agreement remains in effect, or
 - (ii) Jumplead retains any Customer Data related to the Agreement in its possession or control.
- 2.5. Any provision of this DPA that expressly or by implication needs to come into or remain in force on or after termination of the Agreement in order to protect any Personal Data shall remain in full force and effect upon termination or expiry of this DPA.
- 2.6. If there is a change in any Data Protection Laws which prevents either party from fulfilling all or part of its obligations under the Agreement, the parties will suspend the processing of Customer Data until the party in question is able to ensure that such processing complies with such change. If the parties are unable to bring the processing of the Customer Data into compliance with the Data Protection Laws within 30 days of the suspension, either party may terminate the Agreement on written notice to the other party.

3. Scope and Applicability of this DPA

- 3.1. This DPA applies where and to the extent that Jumplead processes any Customer Data on behalf of the Customer in the course of providing the Service pursuant to the Agreement and where such processing is subject to Data Protection Laws.
- 3.2. Annex A of this DPA describes the subject matter, duration, nature and purpose of processing, the categories of Customer Data and the types of Data Subject which are the subject of processing under the terms of the Agreement.

4. Roles and Scope of Processing

4.1. **Role of the Parties.** The Customer and Jumplead acknowledge that for the purpose of the Data Protection Laws, as between Jumplead and Customer, the Customer is the data controller and Jumplead is the data processor and Jumplead shall process Customer Data only as a data processor acting on behalf of the Customer. Both parties will comply with all applicable requirements of the Data Protection Laws. This DPA is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.

4.2. **Customer Processing of Customer Data.** The Customer agrees that:

(i) it shall comply with its obligations as a controller under Data Protection Laws in respect of its processing of Customer Data and the appropriateness and lawfulness of any processing instructions it issues to Jumplead; and

(ii) it has provided appropriate notices and obtained (or shall obtain) all consents, permissions and rights necessary under Data Protection Laws to enable the lawful transfer of the Customer Data to Jumplead for the duration and purposes of the Agreement and this DPA.

4.3. **Jumplead's Processing of Customer Data.** Jumplead shall:

(i) process the Customer Data only for the purposes described in this DPA and only in accordance with Customer's documented and lawful instructions, provided that the parties agree that this DPA and the Agreement together set out the Customer's complete and final instructions to Jumplead in relation to the processing of Customer Data and that any processing of the Customer Data outside the scope of these instructions (if any) shall require prior written agreement between Customer and Jumplead;

(ii) provide reasonable co-operation to the Customer (at the Customer's expense) for the purpose of meeting the Customer's compliance obligations under the Data Protection Laws, taking into account the nature of Jumplead's processing and the information available to Jumplead, including in relation to any rights of any Data Subject, data protection impact assessments, data security requirements, and reporting to and consulting with any relevant supervisory authorities under the Data Protection Laws;

(iii) provide the Customer (at the Customer's expense) with all information reasonably necessary for the Customer to demonstrate compliance with the Data Protection Laws relating to the engagement of Jumplead as a processor, and notify the Customer if it reasonably believes that any instruction received from the Customer to provide such information violates any applicable Data Protection Laws;

(iv) maintain the confidentiality of all Customer Data and, where necessary and not already provided for by statute, impose confidentiality obligations on all personnel authorised to process the Customer Data, and not disclose Customer Data to third parties unless the Customer, this DPA or the terms of the Agreement specifically authorises the disclosure, or unless such disclosure is required by law; and

(v) upon termination or expiration of the Agreement, (at Customer's election) delete or return to Customer all Customer Data (including copies) in its possession or control, save that this requirement shall not apply to the extent Jumplead is required by applicable law to retain some or all of the Customer Data.

4.4. **Use of Customer Data.** Notwithstanding anything to the contrary in the Agreement or this DPA, the Customer acknowledges that Jumplead shall have the right to use and disclose any data relating to the operation, support or use of the Service for its legitimate business interests, namely for the purposes of billing, account management, technical support, product development and sales

and marketing. Jumplead will not use the Customer Data where it considers that its legitimate business interests are likely to be outweighed by the rights and freedoms of any Data Subject. To the extent that any such data is considered Personal Data under Data Protection Laws, Jumplead is the Data Controller of such data and accordingly shall process such data in accordance with its Privacy Policy (jumplead.com/privacy) from time to time and all applicable Data Protection Laws.

- 4.5. **Tracking Technologies.** The Customer acknowledges that in connection with the performance of the Service, Jumplead employs the use of cookies, unique identifiers, web beacons and similar tracking technologies ("**Tracking Technologies**"). The Customer must maintain appropriate notices, consent, opt-in and opt-out mechanisms as required by Data Protection Laws to enable Jumplead to deploy Tracking Technologies lawfully on, and collect data from, the devices of Subscribers (as defined in Annex A) in accordance with and as described in the Jumplead Cookie Statement (jumplead.com/cookies) from time to time.

5. **Sub-processing**

- 5.1. **Authorised Sub-Processors.** The Customer agrees that Jumplead may engage Sub-Processors to process Customer Data on the Customer's behalf; the Sub-Processors currently engaged by Jumplead being those listed in Annex B.

- 5.2. **Sub-Processors Obligations.** Jumplead shall:

(i) enter into a written agreement with the Sub-Processor imposing terms that require the Sub-Processor to protect the Customer Data to the standards required by the applicable Data Protection Laws, including the requirement for the Sub-Processor not to process any Customer Data except on the Customer's documented, lawful instructions; and

(ii) be and remain responsible for its compliance with the obligations contained within this DPA and for any acts or omissions of the Sub-Processor that may cause Jumplead to breach any of its obligations under this DPA.

- 5.3. Jumplead shall:

(i) provide an up-to-date list of the Sub-Processors which it has appointed upon reasonable written request from the Customer; and

(ii) notify the Customer (for which email shall suffice) if it adds or removes any Sub-Processors to its list of Sub-Processors which it has appointed at least 10 days prior to any such changes coming into effect.

- 5.4. The Customer may object in writing to Jumplead's appointment of any new Sub-Processor within 5 calendar days of any notice provided in accordance with Clause 5.3(ii), provided that such objection is based on reasonable grounds relating to data protection. If the Customer has any objections under this Clause 5.4, the parties agree to discuss the Customer's relevant concerns in good faith with a view to achieving a mutually satisfactory conclusion.

6. **Security**

- 6.1. **Security Measures.** Jumplead shall implement and maintain appropriate technical and organisational security measures to protect the Customer Data from Security Incidents and to preserve the security and confidentiality of the Customer Data in accordance with Jumplead's security standards described in Annex C ("**Security Measures**").

- 6.2. **Updates to Security Measures.** The Customer is responsible for reviewing the Security Information and any other information made available by Jumplead relating to data security and

making an independent determination as to whether the Service meet the Customer's requirements and legal obligations under Data Protection Laws. The Customer acknowledges that the Security Measures are subject to technical progress and development and that Jumplead may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Service purchased by the Customer.

6.3. **Customer Responsibilities.** Without prejudice to the above provisions, the Customer agrees that, except as provided by this DPA, the Customer is responsible for its secure use of the Service, including without limitation, securing its account authentication credentials, protecting the security of Customer Data when in transit to and from the Service, and taking any appropriate steps securely to encrypt or backup any Customer Data uploaded to the Service.

6.4. **Security Incident Response.** Upon becoming aware of a Security Incident, Jumplead shall notify the Customer without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer.

7. International Transfers

7.1. Subject to Clause 7.2, Jumplead shall not transfer, process, or otherwise permit the processing of Customer Data outside the European Economic Area ("**EEA**") ("**International Transfer**") other than in accordance with the Customer's written instructions under the terms of the Agreement and this DPA.

7.2. The Customer acknowledges that Jumplead may permit an International Transfer under one of the following conditions:

(i) Jumplead is processing Customer Data in or is transferring Customer Data to a territory which is subject to a current finding by the European Commission under the Data Protection Laws that the territory provides adequate protection for Personal Data (and such territory is named as such in Annex A);

(ii) the Customer has provided appropriate safeguards in respect of such Customer Data which meet the requirements of Article 46 of the GDPR; brief particulars of those safeguards as at the date of this DPA being those set out in Annex A, provided that the Customer must inform the Customer of any changes to the nature of those safeguards which occur and before implementing the same; or

7.3. (iii) the International Transfer otherwise complies with the Data Protection Legislation for the reasons set out in Annex A.

7.4. By entering into this DPA, the Customer warrants and represents that, in relation to any International Transfer under the terms of the Agreement or this DPA, it will ensure that one of the conditions set out in Clause 7.2 is satisfied, and it will notify Jumplead of the basis on which the International Transfer may lawfully take place, including any suitable safeguards it has put in place, and that the information contained in Annex A is complete and accurate in all respects.

7.5. The Customer must complete Annex A, keep Annex A under regular review, and notify Jumplead immediately if any of the information contained within Annex A changes for any reason, including in the event that any information previously supplied is no longer adequate or relevant for any reason (for example, in the event that a territory named in Annex A is no longer the subject of an adequacy finding from the European Commission in line with Clause 7.2(i)).

7.6. The Customer shall indemnify Jumplead, keep Jumplead indemnified and hold Jumplead harmless from and against any liabilities, actions, claims, demands, loss, damage, costs or expenses (including reasonable legal fees), including regulatory penalties, suffered or incurred by Jumplead that arise as a result of, or in connection with, any International Transfer.

ANNEX A

PERSONAL DATA PROCESSING PURPOSES AND DETAILS

1. **Details of Data Processing.** The processing of Personal Data under the DPA shall be conducted in accordance with the following provisions:
 - 1.1. **Subject matter:** The subject matter of the data processing under this DPA is the Customer Data.
 - 1.2. **Duration:** As between Jumplead and Customer, the duration of the data processing under this DPA is until the expiration or termination of the Agreement in accordance with its terms.
 - 1.3. **Purpose:** The purpose of the data processing under this DPA is the provision of the Service to the Customer and the performance of Jumplead's obligations under the Agreement (including this DPA) or as otherwise agreed by the parties from time to time.
 - 1.4. **Nature of the processing:** Jumplead provides an email service, automation and marketing platform and other related services, as described more particularly in the Agreement.
 - 1.5. **Types of data subjects:** Any individual accessing or using the Service through the Customer's account ("**Users**"), and any individual:
 - (i) whose email address is included in the Customer's Distribution List;
 - (ii) whose information is stored on or collected via the Service, or
 - (iii) to whom Users send emails or otherwise engage or communicate with via the Service, (collectively, the "**Subscribers**").
 - 1.6. **Categories of Customer Data:** The data collected about the Customer is as follows:-
 - (i) **Customer and Users:** identification and contact data (name, address, title, contact details, username); financial information (credit card details, account details, payment information); employment details (employer, job title, geographic location, area of responsibility); and
 - (ii) **Subscribers:** identification and contact data (name, date of birth, gender, general, occupation or other demographic information, address, title, contact details, including email address), personal interests or preferences (including purchase history, marketing preferences and publically available social media profile information); IT information (IP addresses, usage data, cookies data, online navigation data, location data, browser data); financial information (credit card details, account details, payment information).
2. **Legal Basis for Onward Transfer.** As we are a processor located within the EEA, where we will be processing Personal Data on your behalf which is intended to be sent outside the EEA, you must notify us of the country or countries to where you intend for us to transfer Personal Data on your behalf, together with the legal basis (or bases) on which we are permitted to do so under the Data Protection Laws. This is because we are legally obliged under the GDPR to document the lawful basis for transferring any information we hold outside the EEA.

The country (or countries) to which you intend us to transfer Personal Data on your behalf are as follows:

1. **Denmark**
2. **Netherlands**

ANNEX B

LIST OF JUMPLEAD SUB-PROCESSORS

Jumplead uses a range of third party Sub-Processors to assist it in providing the Service (as described in the Agreement). These Sub-Processors set out below provide cloud hosting and storage Service; content delivery and review services; assist in providing customer support; as well as incident tracking, response, diagnosis and resolution services. This list may be updated or amended from time to time in accordance with Clause 5 of this DPA.

Entity Name	Corporate Location
Amazon Web Services, Inc	Washington, USA
FreeAgent Holdings plc	Edinburgh, UK
Google LLC	California, USA
Intercom, Inc	San Francisco, USA
Message Systems, Inc (t/a SparkPost)	Columbia, USA
MongoDB, Inc.	New York, USA
Stripe, Inc	San Francisco, USA
Zapier, Inc.	California, USA

ANNEX C

SECURITY MEASURES

The Security Measures applicable to the Services are described here (jumblead.com/security) (as updated from time to time in accordance with Section 6.2 of this DPA).