

CONTRACT ON PERSONAL DATA PROCESSING

concluded within the meaning of Article 28 of the General Data Protection Regulation
(hereinafter the “**Contract**”)

CONTRACTUAL PARTIES

1) [Company Name]

with registered office at [●], postcode [●], Commercial Reg. No.: [●], registered in the Commercial Register maintained with [●], Section [●], File [●]

(hereinafter the “**Administrator**”)

and

2) COOLHOUSING s.r.o.

with registered office at Na Okraji 1293/6, Prague 6 – Břevnov, postcode 162 00, Commercial Reg. No.: 14893983, registered in the Commercial Register maintained with the Municipal Court in Prague, Section C, File 4766

(hereinafter the “**Processor**”)

(The Administrator and the Processor shall be jointly referred to as the “**Parties**” and each of them individually as the “**Party**”)

PREAMBLE

1. The Parties concluded on [●] the [name of the agreement] with the subject matter of [●] (hereinafter the “**Underlying Agreement**”). Legal relations between the parties to the Underlying Agreement are governed by the General Terms and Conditions of the company COOLHOUSING s.r.o. (hereinafter the “**GTC**”).
2. Services provided under the Underlying Agreement include activities that may involve the processing of personal data by the Processor for the Administrator within the meaning of Regulation (EU) 2016/679 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) (hereinafter the “**Regulation**”) directly applicable from 25 May 2018, in particular the storage of personal data.
3. The Parties intend to comply with all the obligations implied by (i) the Regulation and by (ii) the legal regulation supplementing some of the provisions of the Regulation which, after 25 May 2018, will repeal and replace Act No. 101/2000 Coll., On the Protection of Personal Data and on Amendments to Some Acts, as amended (hereinafter the “**Act on the PD Processing**”).
4. Pursuant to Article 28 of the Regulation, the Administrator is required to enter into a written agreement with the Processor on the processing of personal data, in which the Processor, among other things, shall provide sufficient guarantees on ensuring of the technical and organizational protection of personal data.
5. The Parties conclude this Agreement in order to meet the obligations under the Regulation and to ensure the protection of personal data processed by the Parties within the framework of mutual contractual relations.
6. Within the scope of this Agreement, the Parties intend to cover all activities related to the personal data processing that the Processor performs for the Administrator in connection with the services provided under the Underlying Agreement.

1. Purpose of the Agreement

- 1.1. The Parties have agreed that, within the meaning of Article 4 (2) of the Regulation, the Processor shall process for the Administrator personal data that the Administrator makes part of the Customer Data as defined by the OP (hereinafter the “**Personal Data**”), thus within the fulfilment of the Processor's obligations arising from the Underlying Agreement. No special categories of personal data shall be part of the Customer Data.
- 1.2. The purpose of this Agreement is to determine the extent of the Processor's obligations relating in particular to ensuring of protection of the Personal Data while being processed.

2. Subject Matter

- 2.1. The subject of this Agreement is to define mutual rights and obligations of the Parties in the processing of Personal Data within the meaning of Article 1.1 of the Agreement.
- 2.2. This Agreement also specifies the scope of Personal Data to be processed and the terms and guarantees on the part of the Processor regarding provision of the technical and organizational security of Personal Data.

3. Scope and Time of Processing of Personal Data

- 3.1. The Processor processes for the Administrator Personal Data to the extent necessary for the fulfilment of the obligations thereof under the Underlying Agreement.
- 3.2. Personal Data shall be processed by the Processor for no longer than the duration of this Agreement.

4. Processor's Remuneration for the Provision of Services

- 4.1. The Parties have agreed that the processing of Personal Data under this Agreement shall not entail any special remuneration for the Processor or, more precisely, that the remuneration shall be included in the remuneration for the activities provided under the Underlying Agreement.

5. Processor's Rights and Obligations

- 5.1. The Processor shall be obliged to proceed with appropriate professional care when processing Personal Data so as not to cause anything that could constitute a violation of the Regulation or of the Act on the PD Processing.
- 5.2. If the Processor finds that the Administrator is in breach of his obligations implied by the Regulation, the Processor shall, within the meaning of Article 28 h), second sentence of the Regulation, immediately inform the Administrator about this fact.

- 5.3. In the event that the Underlying Agreement is terminated, the Processor shall be obliged to dispose of the Personal Data or submit the Personal Data to the Administrator, thus at the conditions and in accordance with the Underlying Agreement.
- 5.4. In the event that any Data Subject assumes that the Administrator or the Processor perform the processing of his/her Personal Data contrary to their privacy protection rights or contrary to the law, in particular if the Personal Data is inaccurate with regard to the purpose of their processing, and if such Data Subject asks the Processor for explanation or for removal of the resulting condition, the Processor undertakes to inform the Administrator thereof without delay.
- 5.5. The Processor shall be obliged to notify the Administrator of any inspection carried out by a Data Protection Authority (DPA) and to provide the Administrator, at the request thereof, with detailed information on the course of the inspection and with a copy of the inspection report. In the event of initiation of an administrative procedure for imposing remedies and/or for imposing a fine (hereinafter the “**Administrative Procedure**”), the Processor shall also notify the Administrator of this fact and shall provide the Administrator, at the request thereof, with detailed information on the course and results of the Administrative Procedure.
- 5.6. The Processor is required to inform the Administrator of any loss or leak of Personal Data, unauthorized manipulation of Personal Data, or other violation of the Personal Data security (hereinafter the “**Violation of Personal Data Security**”) without undue delay, no later than 24 hours after the occurrence of the Violation of Personal Data Security or even of a mere threat thereof, if the Processor could have been aware of this Violation of Personal Data Security or a mere threat thereof should he proceed with all due professional care. If the Processor is not reasonably able to ascertain the case of actual or imminent Violation of Personal Data Security prior to the expiration of the period mentioned in the previous sentence of this Article, the Processor shall inform the Administrator within 72 hours upon the moment that the Processor becomes aware of the actual or imminent Violation of Personal Data Security. After having notified the Administrator, the Processor shall remain obliged to assist as much as possible in the solution of the Violation of Personal Data Security or, more precisely, in taking measures to mitigate possible adverse impacts and to prevent the occurrence of similar situations in the future.
- 5.7. The information provide according to Article 5.6 of this Agreement must at least include:
- a) description of the nature of the specific case of Violation of Personal Data Security;
 - b) description of the likely consequences of the Violation of Personal Data Security;
 - c) description of the measures that the Processor has accepted or proposed for adoption with aimed at resolving of the Violation of Personal Data Security.

6. Guarantees of Technical and Organizational Ensuring of Personal Data Protection

- 6.1. Taking into account the state of technology, the costs of implementation, the nature, scope, context and purpose of the processing as well as diversely serious risks to the rights and freedoms of natural persons, the Processor shall, within the meaning of Article 32 of the Regulation, adopt all reasonable technical and organizational measures to ensure protection of the Personal Data in the manner specified in the Regulation or other generally binding legislation, in order to exclude the possibility of unauthorized or accidental access to the Personal Data, modification, destruction or loss, unauthorized transmissions, any other unauthorized processing, and other misuse thereof. This obligation also applies after the processing of the Personal Data has been completed.
- 6.2. The Processor shall provide guarantees only for the environments where the exclusive and highest access rights belong thereto (e.g., a virtualization server with software fully managed by the Processor). The Processor shall not be liable for any environment where the the highest access rights belong to the Administrator and not the Processor (even in case of e.g. a virtual server delivered by the Processor).
- 6.3. The Processor shall not be liable for any third party's software installed by the Processor or the Administrator (e.g. CMS, OS installed by the Administrator), including but not limited to the liability for the processing of Personal Data with such software.
- 6.4. The Processor undertakes to take the following organizational and technical measures at the conditions and to the extent set forth in the Underlying Agreement:
- a) without prejudice to Article 6.3 hereof, the Processor shall assign the tasks involving processing of Personal Data to the Processor's own appointed employees and shall instruct them in their obligations to maintain confidentiality of Personal Data and other obligations that they are required to observe in order to avoid any breach of the Regulation or this Agreement;
 - b) shall carry out continual (24x7x365) surveillance of physical security of the service provided in accordance with the Underlying Agreement;
 - c) shall monitor the availability of individual services and the service events logging according to the Underlying Agreement;
 - d) shall adhere to the binding internal procedures in the event of software patching and maintenance;
 - e) shall provide secure remote access to technologies only from the selected networks and using RSA keys. Password access shall only be used where RSA key authentication is unavailable;
 - f) shall operate a firewall on the devices in such a way as to allow only the type and mode of communication authorized by the Processor, providing for the prevention and detection of possible security incidents;
 - g) shall perform detection and monitoring of unusual activities on servers, such as alerts on the processes beyond the normal operation of the service provided in accordance with the Underlying Agreement;

- h) shall use appropriate technical equipment and software in a manner excluding unauthorized or incidental access to Personal Data by persons other than the Administrator or authorized Processor's personnel;
- i) shall store personal data in electronic form on secure servers or on data carriers, to which only authorized persons have access on the basis of access codes or passwords;
- j) shall at all times ensure remote transmission of Personal Data either through publicly inaccessible networks or through the secured transmission by public networks;
- k) shall, in the maximum extent, process only pseudonymized and encrypted Personal Data, where such a measure is appropriate and necessary to reduce the risks arising from the processing of Personal Data;
- l) shall ensure, through appropriate technical means, the possibility to restore availability and access to Personal Data in a timely manner in the event of physical or technical incidents;
- m) shall ensure regular scanning of vulnerabilities on the perimeter of the service provided under the Underlying Agreement;
- n) shall ensure, within the framework of internal security procedures and rules, unbiased and regular testing, assessment and evaluation of the effectiveness of the technical and organizational measures in place, in order to ensure the security of the Personal Data processing;

6.5. The Processor shall be entitled to assign the processing of Personal Data to other processors (hereinafter the “**Other Processor**”). The Processor shall inform the Administrator about any Other Processors that it intends to commission with the processing of Personal Data, about any intended changes regarding appointment or replacement of Other Processors, and shall give the Administrator the opportunity to voice objections to the appointment of such Other Processors. Except for the Other Processors against whom the Administrator has not objected, the Processor shall not entrust the processing of Personal Data to any third party.

6.6. If, within the meaning of the previous Article 6.3 of this Agreement, the Processor commissions any Other Processor to perform certain processing activities, such Other Processor shall be contractually bound by the same Personal Data protection obligations as are stipulated in this Agreement, in particular those regarding the provision of sufficient guarantees through introducing of appropriate technical and organizational measures so that the processing meets the requirements of the Regulation. If the Other Processor fails to meet these obligations regarding the data protection, the Processor shall bear full liability towards the Administrator for the fulfilment of such obligations by the Other Processor concerned.

6.7. The Processor is obliged to implement and document the adopted technical and organizational measures to ensure the protection of Personal Data in accordance with generally binding legal regulations.

7. Duration and Termination of the Agreement

- 7.1. This Agreement shall take effect on the date of signing thereof and shall terminate with the termination of the Underlying Agreement.
- 7.2. After the termination of this Agreement, the Processor shall be obliged to comply with all the obligations arising from the Regulation and/or the Act on the PD Processing, aimed in particular at preventing of any unauthorized handling of the Personal Data until such Personal Data are handed over to the Administrator or safely disposed of by the Administrator in accordance with the Underlying Agreement.
- 7.3. The obligation to maintain confidentiality of Personal Data shall persist after the termination of this Agreement.

8. CONTACTS OF THE PARTIES

- 8.1. All written notifications under this Agreement are deemed to have been duly served if delivered to the Administrator in person or by registered mail to the billing or correspondence address indicated in the Processor's client section, and to the Processor if delivered to the address of the Processor's business premises.
- 8.2. All email notifications under this Agreement are deemed to have been duly served if delivered to the Administrator's email address indicated in the Processor's client section, and to the Processor if delivered to the email address designed for the customer support according to the OP.

9. Final Provisions

- 9.1. Legal relations, liabilities, rights and obligations arising from this Agreement and amendments thereto, as well as their interpretation, shall be governed by the laws of the Czech Republic, in particular by the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter the “Civil Code”).
- 9.2. If any provision of this Agreement is found by a competent court or other authority invalid, ineffective, apparent or unenforceable, such provision shall be deemed to have been omitted from this Agreement and the other provisions of this Agreement shall remain in force unless, by reason of the nature of such provision, its content or the circumstances in which it was concluded, it is deemed inseparable from the remaining content of this Agreement. In such a case, the Parties shall conclude appropriate amendments to this Agreement as to achieve the same result and, if that is not possible, a result as close as possible to the original invalid, ineffective, apparent or unenforceable provision.
- 9.3. The Parties undertake to resolve any dispute arising out of the performance of this Agreement in an amicable way. In the event that the Parties fail to resolve the dispute by an amicable settlement within thirty (30) days, either Party is entitled to bring a dispute to the court having substantive and territorial jurisdiction in accordance with generally binding legal regulations.

- 9.4. Any additions or modifications to this Agreement shall be made in the form of upwardly numbered written amendments.
- 9.5. For the purposes of the conclusion of this Agreement, the Parties exclude application of Section 1740 (3) of the Civil Code, which provides that a contract is concluded even if there is no full agreement in the manifestation of the parties' will.
- 9.6. The Parties have agreed to exclude application of Article 1978 (2) of the Civil Code, which provides that a vain expiry of an additional deadline provided for a performance results in the withdrawal of this Agreement without further notice.
- 9.7. This Agreement is drawn up and signed in two (2) identical counterparts in the Czech language, of which each Party shall receive one.

The Parties hereby expressly declare that they have read this Agreement before signing it, that the Agreement has been concluded after mutual discussion thereof and that it expresses their true and free will, in witness whereof the authorized representatives of the Parties attach their own handwritten signatures.

For the Administrator

Place: [●]

Date: [●]

For the Processor

Place: [●]

Date: [●]

Name: [●]

Position: [●]

Name: [●]

Position: [●]