

Annex – Data Processing Addendum (DPA)

It is possible that by using the Products, the Licensee processes personal data and therefore, that File Request Pro processes that personal data on behalf of the Licensee. In that case, the following articles apply, complementary to the License Agreement. The applicability of any data processing agreement or addendum preceding this data processing addendum or issued by the Licensee is strictly rejected.

Definitions of Data Types

The use of File Request Pro's Services may involve several types of data that may contain personal data. The following data types are distinguished:

- **Content Data** - Any data that you or your users enter into File Request Pro's Services that is not any other data type. Example: a user fills out a File Request Pro form and submits the form.
- **Support Data** - Any data that you or your users provide to us directly in the support process that is not any other data type. For example: a user creates a support ticket and enters information in that support request such as the name of a user that cannot log in to the File Request Pro Service.
- **Contact Data** - Data that you have provided to us in order to communicate with us. Example: your name and e-mail address that you entered upon signing up to a File Request Pro account, disclosed to us by sending us an email or by raising a support ticket.
- **Feedback Data** - Data that you have provided to us in order to provide feedback to us. Example: your participation in a survey or a complaint that you may have filed with us.
- **Usage Data** - Data that is generated upon your use of File Request Pro's Services by File Request Pro's Services. Example: a log file or record containing information about login attempts by a specific user or time and location of a form submission.

Scope of this Data Processing Addendum

This Data Processing Addendum solely applies to Content Data and Support Data, since only with these data types, the Licensee is to be considered as the Data Controller and File Request Pro as the Data Processor that processes such data on behalf of the End User. For Contact Data, Feedback Data, and Usage Data, File Request Pro is to be considered as the Data Controller, and therefore this Data Processing Addendum does not apply to these data types. The way in which these data types are processed is governed by the Privacy Policy.

1. Introduction and definitions

1.1. The word "Licensee" as applied in this data processing addendum means your organization, represented by an authorized representative. The word "End User" as applied in this data processing addendum means any individual in or represented by your organization that uses the Service and the Software, either as an administrator or a user.

1.2. Definitions that are used in this data processing addendum derive their meaning from their definitions as meant in the EU General Data Protection Regulation (GDPR).

1.3. This data processing addendum qualifies as a data processing agreement as meant in Article 28 GDPR.

1.4. If the Licensee processes personal data by using the Service and the Software, File Request Pro processes such personal data on behalf of the Licensee. Consequently, the Licensee and File Request Pro agree that the Licensee is regarded as the data controller and File Request Pro as the data processor. Alternatively, if the Licensee is processing personal data on behalf of a third party, the Licensee is regarded as the data processor and File Request Pro as the data sub-processor.

1.5. This Data Processing Agreement may be replaced (in part) by Standard Contractual Clauses, as referred to in Article 28(6) of the GDPR if such clauses are mutually acceptable to both parties.

1.6 By "Authorized Entity", any entity acting as Licensee and being entitled by this data processing agreement to directly or indirectly access or use services provided under this data processing agreement is meant.

1.7 By "Country with an Adequacy Decision", any country for which the EU Commission has decided that such country ensures an adequate level of data protection is meant.

1.8 By "EEA", the European Economic Area is meant.

1.9 By "Personal Data", any information relating to an identified or identifiable natural person is meant; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an 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.

1.10 By "Restricted Transfer", any Processing (including transfers and onward transfers) of Personal Data originating from an Authorized Entity located within the EEA, a Country with an Adequacy Decision (excluding Canada), or a country with similar adequacy requirements as contained in Art. 45 et seq. GDPR by File Request Pro or any of its Subprocessors outside the EEA and outside a Country with an Adequacy Decision is meant.

1.11 By "Standard Contractual Clauses", the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021 are meant. Any reference to the Standard Contractual Clauses in this data processing addendum shall refer to the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021 and annex 3 in this data processing addendum. In case a Restricted Transfer relates

to Personal Data originating from a Data Controller located in the United Kingdom, Standard Contractual Clauses shall mean the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021 as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as published by UK Information Commissioners Office. In addition, the parties agree that the commissioning of Subprocessors shall be governed by Clause 9, Module 3, option 1 of the Standard Contractual Clauses.

1.12 By "Subprocessor", any further Processor engaged in the performance of the Processing services provided under the terms of this data processing agreement is meant.

1.13 By "Transfer Safeguards", (i) a decision by the European Commission in the meaning of Art. 45 GDPR. or (ii) appropriate safeguards as required by Article 46 GDPR is meant.

2. Description of the data processing

2.1. File Request Pro commits to process personal data on behalf of the Licensee, under the conditions of the License Agreement. The description of the data processing is defined as follows.

- a. Subject: processing of content data and support data entered by the Licensee
- b. Nature: hosting, transmitting, and backup of personal data
- c. Personal data categories: content data and support data as defined in the "Definitions of Data Types"
- d. Purpose: facilitating the use of File Request Pro's Services, including building, filling in, submitting, and transmitting digital forms and work instructions and their data, and providing customer support

2.2. Personal data are related to the following data subject categories:

- a. People who use the Software (the End Users)
- b. People whose personal data is captured using the Software by the Licensee
- c. People whose data is transmitted via the Service and the Software by the Licensee
- d. Other possible data subject categories whose personal data is processed using the Service and the Software

2.3. File Request Pro will solely process personal data in the aforementioned context, including its duration and purpose, or purposes that are to be defined under future consent.

2.4. File Request Pro will not process personal data for different purposes. The Licensee will inform File Request Pro of purposes for the processing of personal data that are not yet mentioned here.

2.5. The definitions mentioned in 2.1 and 2.2 reflect the written instructions for the processing of personal data by the Licensee. File Request Pro has no saying in the purpose and means of the processing of personal data. Additionally, File Request Pro has no saying in the nature of

personal data that is processed. All personal data processed in connection with the Service and the Software shall be deemed to have been processed at the instructions of the Licensee.

2.6. File Request Pro will not make independent decisions about the receipt and use of personal data, the provision to third parties, the duration and the storage of personal data.

2.7. Notwithstanding the previous clauses, File Request Pro is allowed to process personal data to the extent that File Request Pro is required to do so by Union or Member State Law to which File Request Pro is subject. In such a case, File Request Pro shall inform the Licensee of that legal requirement before processing, unless that law prohibits providing such information on important grounds of public interest.

3. Non-disclosure and confidentiality

3.1. File Request Pro is bound to non-disclosure against third parties for all personal data that File Request Pro processes on behalf of the Licensee, following from this data processing addendum. File Request Pro will not use this data for any other purpose than for which File Request Pro received the data from the Licensee, except if the data is altered in such a way that it is no longer traceable to an individual data subject.

3.2. The non-disclosure as meant in Article 3.1 is not applicable:

- a. to the extent that the Licensee has provided File Request Pro the permission to provide the data to third parties; or
- b. when the provision of the data to third parties is logically necessary for the use or proper functioning of the Service and the Software or the execution of this Data Processing Addendum (subject to the restrictions of this Data Processing Addendum); or
- c. if a legal requirement or court order exists to provide the data to third parties; or
- d. regarding third parties to which personal data are provided in their role as subprocessor, taking into account the conditions defined in Article 5.

3.3. File Request Pro agrees and guarantees that employees, and all other natural persons that act under its authority, and have access to personal data, have executed written confidentiality agreements.

4. Security and measures

4.1. With regard to the processing of personal data, File Request Pro will strive to take appropriate technical and organizational measures, in particular to safeguard against the destruction, loss, mutation or unauthorized provision or unauthorized access to transferred, stored, or otherwise processed personal data.

4.2. The technical and organizational measures that File Request Pro takes, follow from the most recent version of their information security policy as published here:

<https://filerequestpro.com/security/> .

4.3. If, in File Request Pro's opinion, this is necessary to offer a continued adequate level of security, File Request Pro is allowed to make changes to the security measures.

4.4. File Request Pro does not guarantee that its security is effective under all conditions. File Request Pro will implement appropriate technical and organizational measures to ensure a level of security, taking into account the state of technology, implementation costs of the security measures, the nature, extent, and context of the processing of personal data, the purposes and the intended use of the Service and the Software, the data processing risks and the risks for the rights and freedoms of data subject, which they may have expected considering the intended use of the Service and the Software and which are divergent for their probability and impact.

4.5. The Licensee asserts that the security measures as meant or referred to in this article, considering the factors as described in this article, provide an adequate level of security that is in tune with the risks of the processing of personal data processed by or provided by the Licensee.

4.6. The Licensee will only provide personal data for processing to File Request Pro if the Licensee has ensured themselves that the required security measures are taken. The responsibility for the compliance of the measures as agreed between the Licensee and File Request Pro resides with the Licensee.

5. Sub-processors

5.1. The Licensee provides File Request Pro the general permission to work with Sub-processors for the processing of personal data, as set out in Annex 1 of this Agreement.

5.2. File Request Pro has the right to add or replace Sub-processors (changes). If File Request Pro intends to add or replace a Sub-processor, File Request Pro will inform the Licensee accordingly, allowing the Licensee to object. If the Licensee wishes to object, the Licensee must submit their objection in written form, within two weeks. If the Licensee does not object within these conditions, the Licensee is regarded to accept the intended change.

5.3. If the Licensee objects within the conditions as stated in Article 5.2, File Request Pro and the Licensee will consult each other and strive to achieve a reasonable solution. If both parties cannot achieve a satisfactory agreement about the intended change as meant in Article 5.2, File Request Pro is entitled to work with the respective added or replaced Sub-processor. Respectively, the Licensee is entitled to terminate their subscription to the Service and the Software without penalty per the date that the new Sub-processor is activated.

5.4. At all times, File Request Pro ensures that the Sub-processors as meant in this article will take on the same obligations as agreed between the Licensee and File Request Pro in writing and ensures compliance by these Sub-processors of these obligations.

6. Transfer of personal data

6.1. File Request Pro processes personal data in countries within the EEA. If File Request Pro transfers personal data to countries outside of the EEA, this will always be in accordance with all relevant laws and regulations. If File Request Pro transfers personal data to countries outside the EEA for which the European Commission has not decided that those countries ensure an adequate level of protection, File Request Pro will ensure that it provides appropriate safeguards, as meant in Article 46 GDPR, for the transfer.

a) Restricted Transfers. In the case of Restricted Transfers, File Request Pro shall be obliged to ensure that such Restricted Transfer is covered by adequate Transfer Safeguards.

b) Standard Contractual Clauses. The following shall apply if a Transfer Safeguard is based on the Standard Contractual Clauses:

(i) EEA Providers. If File Request Pro commissions a Subprocessor located outside the EEA, File Request Pro shall enter into the Standard Contractual Clauses (Module 3) with such Subprocessor.

(ii) Onward Transfers. Any further onward transfer must comply with the applicable Module of the Standard Contractual Clauses.

c) Additional Transfer Safeguards. In case a Transfer Safeguard is not based on Standard Contractual Clauses, Clause 14 and 15 of the Standard Contractual Clauses shall apply mutatis-mutandis to Restricted Transfers under such other Transfer Safeguard, unless the respective Transfer Safeguard contains in substance, the same rights and obligations concerning (i) local laws and practices affecting compliance with the Transfer Safeguards, and (ii) obligations in case of access by public authorities as contained in Clauses 14 and 15 of the Standard Contractual Clauses.

7. Data subject rights and requests

7.1. If a data subject submits a request about their personal data to File Request Pro in order to exercise their data subject rights, File Request Pro will forward the request to the Licensee and inform the data subject accordingly. The responsibility for processing the request and performing data subject rights lies with the Licensee, who will process the request and perform the data subject rights independently from File Request Pro.

7.2. File Request Pro will provide assistance to the Licensee for processing a request by a data subject and performing their data subject rights, should this occur to be necessary. File Request Pro may charge the Licensee for reasonable expenses that are made or to be made while providing such assistance, which will be reimbursed by the Licensee.

8. Obligations and support

8.1. File Request Pro will commit to compliance with the conditions that, based on the GDPR, are bound to the processing of personal data by File Request Pro in their specific role, regarding the processing of personal data as meant in Article 2 of this data processing addendum.

8.2. File Request Pro will process personal data and other forms of data that are made available to File Request Pro by the Licensee based on written instructions by the Licensee.

8.3. Upon request and within a reasonable time frame, File Request Pro will inform the Licensee about the (technical and organizational) measures taken by File Request Pro to comply with their obligations as meant under this data processing addendum.

8.4. The obligations as meant in this data processing addendum are also applicable to parties that process personal data under File Request Pro's authority.

8.5. If, in File Request Pro's opinion, an instruction given by the Licensee is conflicting with relevant laws and regulations, File Request Pro will inform the Licensee.

8.6. At the request of the Licensee, File Request Pro will, within a reasonable time frame, provide the Licensee with the necessary cooperation to meet their compliance with the obligations that follow from the GDPR. This includes, among others, their obligations with regard to data security, reporting personal data breaches and performing data protection impact assessments. File Request Pro will charge the Licensee for reasonable expenses that are made or to be made while providing such cooperation, which will be reimbursed by the Licensee.

9. Personal data breaches

9.1. A personal data breach is defined as a violation of security that accidentally or unlawfully leads to the destruction, loss, mutation, unauthorized provision, or unauthorized access to transmitted, stored, or otherwise processed personal data.

9.2. If a personal data breach occurs, File Request Pro will inform the Licensee without undue delay taking into account the nature of the processing and the information available to File Request Pro, abiding by applicable laws and regulations. The Licensee will then judge if they need to inform the supervisory authorities and/or data subjects. File Request Pro strives to ensure that the information is complete, correct, and accurate taking into account the nature of the processing and the information available to File Request Pro.

9.3. File Request Pro will cooperate with informing the relevant authorities and, if required, the data subjects, should this be required by any law or regulation. The responsibility for informing the relevant authorities and the data subjects resides with the Licensee.

9.4. If a personal data breach has occurred, File Request Pro will provide the following information to the Licensee:

- a. The fact that a personal data breach has occurred
- b. the (supposed) cause of the breach

- c. the (then known or expected) effects
- d. the (proposed) resolution
- e. the taken measures
- f. the contact details for the follow-up of the issue
- g. an overview of the informed parties (e.g.: the data subjects)
- h. a point of contact

10. Destruction or return of personal data

10.1. After termination of this data processing addendum, File Request Pro will present the Licensee with the choice of either destruction or returning the personal data that it has received from, or processed on behalf of, the Licensee. Pending the choice of the Licensee, File Request Pro will retain personal data. If no choice has been made within 30 days after termination, File Request Pro will destroy the personal data, except if File Request Pro and the Licensee agree that File Request Pro retains the personal data for an agreed period. Notwithstanding the foregoing, File Request Pro is entitled to retain personal data if required by law.

11. Audits

11.1. For the verification of compliance of all items from this data processing addendum, the Licensee has the right to issue audits by a competent and independent party.

11.2. This competent and independent party is bound to non-disclosure.

11.3. File Request Pro respects an audit request from the Licensee, but before doing so File Request Pro would point out that if a similar audit report can be made available to the Licensee, to demonstrate File Request Pro's compliance with this data processing addendum, the Licensee has the opportunity to receive this audit report. If an audit, initiated by the Licensee, is justified, it will only be conducted at least thirty (30) days after the prior announcement by the Licensee, with a maximum of once per year (unless the audit follows a personal data breach).

11.4. File Request Pro will cooperate with the audit and will provide all information that is reasonably relevant for the audit, including supportive information such as system logs and access time to relevant employees, as timely as possible and within a reasonable time frame (within two weeks or sooner in case of an urgent interest).

11.5. In mutual consultation, the Licensee and File Request Pro will judge the findings that may result from the audit. As a result of this process, measures may be implemented by either File Request Pro, the Licensee or both parties.

11.6. Reasonable expenses made or to be made by File Request Pro in this process will be reimbursed by the Licensee. The expenses for the hired competent and independent party are always the responsibility of the Licensee and will be met by them.

12. Distribution of responsibilities

12.1. Both File Request Pro and the Licensee commit to compliance with applicable laws and regulations. File Request Pro performs the processing of personal

data under the scope of the Licensee Agreement in a (semi)automated environment.

12.2. File Request Pro is only responsible for the processing of personal data as meant in this data processing addendum, abiding by the instructions of the Licensee and under the explicit (final) responsibility of the Licensee.

12.3. File Request Pro is not responsible for all other processing of personal data, including but not limited to the collection of personal data by the Licensee, processing of personal data for purposes that the Licensee failed to report to File Request Pro, processing by third parties and processing for other purposes. For such processing of personal data, the Licensee has the exclusive responsibility. At all times, the Licensee guarantees the legality of their processing of personal data and the adequacy of the security of their systems and infrastructure.

12.4. The responsibility for judging whether File Request Pro offers adequate safeguards regarding the implementation of technical and organizational measures in order for the processing of personal data to be compliant with the demands from the GDPR and/or other applicable laws and regulations and whether the protection of the rights of the data subjects is adequately safeguarded lies with the Licensee.

12.5. At all times, the Licensee guarantees that the content, use, and instructions for the processing of personal data as meant in this data processing addendum are not unlawful and does not infringe any rights of third parties.

13. Liability

13.1. File Request Pro is liable to Licensee for only the damages resulting from a shortcoming, attributable to File Request Pro, in the compliance of the obligations resting with File Request Pro in relation to this data processing addendum and the GDPR. Per calendar year, the total liability of File Request Pro towards Licensee is limited to the total of fees paid by the Licensee to File Request Pro in the last twelve (12) months.

13.2. If as a result of an attributable shortcoming by File Request Pro, or an act or omission attributable to File Request Pro, a penalty is imposed on the Licensee by a government supervisor, which penalty is (partly) directly related to the aforementioned shortcoming, act, or omission, File Request Pro indemnifies the Licensee for (that part of) that fine, limited per calendar year to the total of fees paid by the Licensee to File Request Pro in the last twelve (12) months. For means of clarity: the indemnity does not apply to the part of the fine that is related to a shortcoming, act, or omission of the Licensee itself.

13.3. The burden of proof that File Request Pro is liable for a shortcoming, as meant in 13.1 and/or 13.2, lies with Licensee and should be submitted in writing.

13.4. Any limitation of liability will not be applicable in case of intent or gross negligence by File Request Pro.

14. Duration and termination

14.1. The duration of this data processing addendum is identical to the duration as defined in the Licensee Agreement or contract that is agreed upon between File Request Pro and the Licensee. If there is no duration defined in any of these documents, the duration of this data processing addendum is identical to the duration of the collaboration between the Licensee and File Request Pro.

14.2. This data processing addendum cannot be terminated intermediately.

14.3. Article 3 (Non-disclosure and confidentiality) will survive the termination of the data processing addendum.

Annex 1 – Sub-processors

Name	Purpose	Description	Retention	Categories of personal data	Location	Transfer safeguards
Digital Ocean	Data storage & Backups	Storing all data of File Request Pro users. Allowing data to be restored in case of emergency.	Until customer deletes data or closes account Backups: 4 weeks	Content Data Everything the customer fills out in File Request Pro	EU (Germany)	https://www.digitalocean.com/legal/data-processing-agreement
Mailgun	Mailing	Sending mails for submitted forms, as configured in the platform, by the customer	7 days	Content Data Anything the customer filled out in MoreApp	EU (Germany & Belgium)	https://www.mailgun.com/legal/dpa/