

SQL-SALES



DATA PROCESSING AGREEMENT



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1. INTRODUCTION

- 1.1 This Data Processing Agreement (the "Agreement") outlines the terms and conditions under which SQL-Sales Ltd, henceforth referred to as the "Processor," will handle the personal data provided by clients (each, a "Controller") in accordance with the Data Protection Legislation applicable in the jurisdiction of the Controller or as otherwise required by relevant laws.
- 1.2 This Agreement is designed to ensure the Parties' compliance with the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), UK GDPR, and all other data protection laws applicable to the processing of personal data under this Agreement, irrespective of the geographical location.

2. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.2 "Commissioner" refers to the Information Commissioner's Office (ICO) or the equivalent regulatory authority under the applicable Data Protection Legislation.
- 1.3 "Controller" is as defined under the GDPR and UK GDPR, indicating the entity which determines the purposes and means of the processing of personal data.
- 1.4 "Data Protection Legislation" includes all data protection and privacy legislation applicable in the Controller's jurisdiction, including but not limited to the GDPR, UK GDPR, Data Protection Act 2018, and Privacy and Electronic Communications Regulations 2003 as amended.
- 1.5 "Data Subject" means any identified or identifiable individual to whom the Personal Data pertains.
- 1.6 "Personal Data", "Personal Data Breach", "Processor", and "Processing" (and its derivatives) have the meanings attributed to them in the GDPR and UK GDPR.
- 1.7 "Services" refers to the data processing activities performed by the Processor on behalf of the Controller, as more fully described in this Agreement.
- 1.8 The terms "writing", "written agreement", "statute", "provision", and "Schedules" shall be interpreted as specified herein, with "Party" or "Parties" referring to the Processor and any Controller engaging the Processor's services.

3. SCOPE AND APPLICATION

- 2.1 This Agreement applies to the Processing of Personal Data described herein, performed by the Processor, under the instructions of the Controller.
- 2.2 The specific types of Personal Data, categories of Data Subjects, nature, purpose, and duration of Processing will be determined in accordance with the Services provided by the Processor and the requirements of the Controller.
- 2.3 While this Agreement forms part of a broader Service Agreement between the



Processor and the Controller, it specifically governs all aspects of Personal Data Processing.

4. PROVISION OF SERVICES AND PROCESSING OF PERSONAL DATA

- 4.1 Controller Responsibilities: The Controller is responsible for ensuring that all Personal Data it provides for processing complies with applicable Data Protection Legislation, including obtaining necessary consents and providing required notices to Data Subjects.
- 4.2 Processor Obligations: The Processor shall process Personal Data solely for the purpose of providing the Services as described in this Agreement, according to the Controller's instructions, and in compliance with applicable laws.

5. DATA PROTECTION COMPLIANCE

- 5.1 Instructions: The Processor will process Personal Data based on written instructions from the Controller, unless required otherwise by law.
- 5.2 Cooperation: The Processor shall assist the Controller in ensuring compliance with the Controller's obligations under Data Protection Legislation, including responding to requests for data deletion, transfer, or amendment.
- 5.3 Data Transfer: Personal Data shall not be transferred to third parties or outside the agreed jurisdictions without the Controller's consent, except as required by law.
- 5.4 Security Measures: The Processor commits to implementing appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

6. HANDLING DATA SUBJECT REQUESTS AND BREACHES

- 6.1 Assistance: The Processor will assist the Controller in responding to Data Subject requests and complying with Data Protection Legislation requirements, including Personal Data breaches.
- 6.2 Notification of Breach: The Processor shall promptly notify the Controller of any Personal Data breach and cooperate in the investigation, mitigation, and reporting of such breaches.

7. PERSONNEL AND DATA PROTECTION OFFICER

- 7.1 Confidentiality and Training: The Processor ensures that its personnel processing Personal Data are informed of its confidential nature, receive appropriate training, and are bound by confidentiality obligations.
- 7.2 Data Protection Officer: If applicable, the Processor shall appoint a Data



Protection Officer and provide contact details to the Controller.

8. WARRANTIES

- 8.1 Processor Warranties: The Processor warrants that it will process Personal Data in compliance with this Agreement and applicable Data Protection Legislation.
- 8.2 Controller Warranties: The Controller warrants that it has the legal right to disclose the Personal Data to the Processor for processing according to this Agreement.

9. LIABILITY AND INDEMNITY

- 9.1 Controller Liability: The Controller is responsible for any breaches of Data Protection Legislation arising from its instructions to the Processor.
- 9.2 Processor Liability: The Processor is liable for breaches of this Agreement and Data Protection Legislation due to its own actions.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Controller retains all rights to the Personal Data and any intellectual property rights therein. The Processor is licensed to use such data solely for the purpose of providing the Services.

11. CONFIDENTIALITY

- 11.1 The Processor shall maintain the confidentiality of Personal Data and not disclose it without the Controller's consent, except as required by law.

12. SUBCONTRACTORS

- 12.1 The Processor may engage subcontractors with the Controller's consent and shall ensure they comply with the obligations set forth in this Agreement.

13. DELETION AND DISPOSAL OF PERSONAL DATA

- 13.1 Upon termination of the Services or at the Controller's request, the Processor shall delete or return Personal Data to the Controller and delete existing copies unless legally required to retain them.

14. LAW AND JURISDICTION

- 14.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 14.2 Any dispute, controversy, proceedings or claim between the Parties relating to



this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

15. ACCEPTANCE THROUGH SOFTWARE LICENCE AGREEMENT

- 15.1 Agreement to DPA Terms: The entity or individual acting as the Controller, by entering into a software license agreement ("Service Agreement") with SQL-Sales Ltd, acknowledges and agrees to the terms and conditions of this Data Processing Agreement ("DPA"), which forms an integral part of the Service Agreement.
- 15.2 Incorporation by Reference: This DPA is hereby incorporated by reference into the Service Agreement. The execution and acceptance of the Service Agreement by the Controller signifies informed consent to adhere to this DPA's provisions, governing the processing of Personal Data as described herein.
- 15.3 Scope and Purpose: This DPA outlines the data protection and processing responsibilities and obligations of SQL-Sales Ltd ("the Processor") and the Controller, in accordance with applicable data protection laws and regulations. The processing of Personal Data by the Processor on behalf of the Controller under the Service Agreement shall be governed by the terms of this DPA.
- 15.4 Binding Effect: The acceptance of the Service Agreement by the Controller constitutes acceptance of the terms of this DPA. Any engagement of SQL-Sales Ltd's services by the Controller, including continued use after receiving notification of updates to this DPA, signifies ongoing agreement to its terms, as may be updated from time to time.
- 15.5 Authority and Representation: The individual acting on behalf of the Controller in agreeing to the Service Agreement affirms that they possess the necessary legal authority to bind the Controller to the terms of this DPA.

