



DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) forms part of all written or electronic agreements (together, the “**Agreement**”) by and between the customer named at the end of this DPA (“**Customer**”) and Qrator Labs CZ s.r.o. (the Czech Republic), (“**Qrator**”), Customer and Qrator each a “Party” and, collectively, the “Parties”.

This DPA is valid only for the entity signing this DPA, which is a Party to an Agreement with Qrator, and shall be void and not legally binding if executed by any other person or entity, provided that Customer may enter into this DPA also on behalf of its authorized affiliates, on condition that such affiliates were mentioned in the Agreement.

During the performance of its obligations in relation to the provision of Qrator’s services (information services for network incident notifications, analysis of anomalies, traffic monitoring including but not limited to DDoS attacks mitigation, Web Application Firewall (WAF), Bot Protection, Ingress: Service Provider Protection, DNS protection, Content Delivery Network, Real-time BGP monitoring) (“**Services**”), Qrator may receive certain information provided by the Customer. If it contains Personal Data as defined below, and Qrator is required to process the Personal Data on behalf of the Customer pursuant to the Services, the Parties hereby agree that the terms of this DPA shall apply and the Parties shall comply with the following provisions with respect to any Personal Data (as defined below), each acting reasonable and in good faith.

The terms of this DPA apply to all activities performed by Qrator in relation to its contractual obligations arising out the Agreement concluded with Customers and other applicable documents (“Customer Agreements”), governing the provision of Services by Qrator.

This DPA and the other provision of the Agreement are complimentary. Nevertheless, in case of conflict, the DPA shall prevail. This DPA shall prevail over any other existing data processing agreement or similar arrangement between Qrator and the Customer that may already be in place.

HOW TO EXECUTE THIS DPA:

This DPA may be pre-signed by Qrator. The DPA shall be executed by Customer by completing the Customer data and signing on page 5 of this DPA. Customer shall send the completed and signed DPA by e-mail to privacy@qrator.net. This DPA shall become effective on the date of receipt of an executed version by Qrator (the “**Effective Date**”).

1. DEFINED TERMS

In this DPA:

1.1. Terms such as “**Controller**,” “**Data Subject**,” “**Personal Data**,” “**Process**” (including its variants)

and “**Processor**” shall have the meanings given in GDPR.

1.2. “**Data Protection Laws**” means all applicable data protection and privacy legislation including without limitation Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016

repealing Directive 96/46/EC (General Data Protection Regulation 2016/679 (“GDPR”)); (ii) UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (United Arab Emirates) (“PPD”).

1.3. **“Standard Contractual Clauses” or “SCCs”** means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

Any other capitalized terms shall have the meanings given in the applicable Agreement.

2. PURPOSE

2.1. This DPA memorializes the Parties’ understanding about the Processing of Personal Data subject to Data Protection Laws.

3. PROCESSING OF PERSONAL DATA

3.1. **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data, Customer acts as Controller and/or Processor and appoints Qrator as Processor and/or Sub-processor. Qrator shall only Process the Personal Data for the purposes set forth in the Agreement and in accordance with Customer’s written instructions. The Agreement (including this DPA) constitutes such written initial instructions by Customer.

3.2. **Customer’s Processing of Personal Data.** Customer shall, in its use of Services, process Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirement to provide notice to Data Subjects of the use of Qrator as Processor or Sub-processor. For the avoidance of doubt, Customer’s instructions for the processing of Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges and agrees that its use of the Services will not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of Personal Data, to the extent applicable under Data Protection Laws. During the Term of this DPA, Customer is solely responsible for obtaining and maintaining all necessary approvals, consents, authorizations and licenses from each and every Data Subject that may be required under Data Protection Laws to enable Qrator to Process the Personal Data pursuant to the Agreement and to exercise its rights and fulfil its obligations under this DPA.

3.3. **Qrator Processing of Personal Data.** Qrator shall treat all Personal Data as confidential and shall ensure that all employees, agents and sub-processors authorized by Qrator to Process Personal Data are subject to contractual, statutory or common law obligations of confidentiality. Qrator shall Process Personal Data on behalf of and only in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Customer in its use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. Unless restricted by applicable law, Qrator shall inform Customer if, in Qrator’s reasonable opinion, any Processing under the Agreement or an instruction by Customer conflicts with Qrator’s legal obligations or Data Protection Laws. Upon informing the Customer, Qrator shall have no liability for any claim arising from or related to Processing of Personal Data under this DPA by Qrator in compliance with Customer’s instructions.

3.4. **Data Impact Assessment.** Qrator shall provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under Data Protection Laws. Any such assistance shall be as agreed between the Parties and subject to a mutually accepted fee.

3.5. Deletion and retention of Personal Data. Upon expiration or any earlier termination of the Agreement, or upon Customer's written request, Qrator shall delete all Personal Data in Qrator's possession; provided, however, that Qrator may retain Personal Data as permitted or required to meet its document retention obligations under applicable law. Qrator also shall notify all relevant sub-processors of the obligation to delete all Personal Data in their possession and take reasonable steps to ensure their compliance.

3.6. Means of Processing. Subject to this DPA and the requirements of Data Protection Law, Qrator shall exercise its own discretion in the selection and use of means necessary to perform its Processing obligations under the Agreement.

4. DATA SECURITY

4.1. Controls for the Protection of Customer Data. Taking into account the state of art, the cost of implementation, and the nature, the scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Qrator shall implement appropriate technical and organizational measures in relation to the Processing of Personal Data intended to ensure a level of security appropriate to the Personal Data Processing, including, as applicable, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and a procedure for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing of Personal Data. Both Parties hereby acknowledge and agree that the security measures available at: [\[link to TOM\]](#) are providing sufficient safeguards for the Processing of Personal Data and are appropriate.

4.2. Personal Data Breach. Without undue delay, after Qrator has a reasonable degree of certainty of the occurrence of accidental or unlawful destruction, loss or alteration of, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Qrator under this DPA ("**Personal Data Breach**"), Qrator shall notify Customer of the Personal Data Breach at the email address set forth in the signature block, provide such information as Customer may reasonably require to meet its obligations under applicable law with respect to the Personal Data Breach, and take reasonable steps to remediate the Personal Data Breach. Qrator may provide such information in phases as it becomes available. For the avoidance of doubt, a notification of the Personal Data Breach by Qrator shall not be construed or interpreted as admission of fault or liability by Qrator.

4.3. Notifications. Qrator shall promptly notify Customer upon receiving any complaint, notice or communication relating to the Processing of Personal Data under this DPA. At Customer's request and expense, Qrator shall provide Customer with reasonable co-operation and assistance required by Customer in order to fulfil its obligations under Data Protection Law in relation to any requests from Data Subjects or competent data protection authorities.

4.4. Audit. If Customer is subject to an audit or investigation from a competent data protection regulator, Qrator shall, when required, respond to any information requests, and/or agree to submit its premises and operations to audits, including inspections by Customer and/or the competent data protection regulator, in each case for the purpose of evidencing its compliance with this DPA, provided that:

- (i) Customer shall ensure that all information obtained or generated in connection with any information request, audit or inspection is kept strictly confidential (unless disclosed to a competent data protection regulator or as otherwise required by applicable law);
- (ii) Customer shall ensure that any information request, audit or inspection is undertaken within normal business hours (unless such other time is mandated by a competent data protection regulator) with minimal disruption to Qrator's business, and acknowledging that

such information request, audit or inspection: (a) shall not oblige Qrator to provide or permit access to information concerning Qrator's internal pricing information or relating to other recipients of services from Qrator; and (b) shall be subject to any reasonable policies, procedures or instructions of Qrator for the purposes of preserving security and confidentiality;

(iii) Customer shall give Qrator at least 30 calendar days' prior written notice of an information request and/or audit or inspection (unless the competent data protection regulator provides Customer with less than 30 calendar days' notice, in which case Customer shall provide Qrator with as much notice as possible);

(iv) If any information request, audit or inspection relates to systems provided by or on the premises of Qrator' sub-processors, the scope of such information request, audit and/or inspection shall be as permitted under the relevant agreement in place between Qrator and the sub-processor;

(v) A maximum of one information request, audit and/or inspection may be requested by Customer in any twelve (12) month period unless an additional information request, audit and/or inspection is mandated by a competent data protection regulator in writing;

(vi) Customer shall pay Qrator' reasonable costs for any assistance, contribution, co-operation, provision of information or facilitation of any audit or inspection or other work undertaken pursuant to Qrator' obligations under this DPA, unless such costs are incurred due to Qrator' breach of its obligations under this DPA.

5. SUB-PROCESSORS

5.1. Appointment of Sub-processors. Customer hereby provides its general authorization to Qrator to appoint the sub-processors as it may be necessary for the Services performance as of the Effective Date of this DPA to Process Personal Data on Qrator's behalf. Qrator shall ensure that the sub-processors are contractually obligated to protect Personal Data in compliance with Data Protection Laws and consistent with the obligations imposed on Qrator in this DPA. Qrator will list its current sub-processors on [\[Link to Subprocessor's list\]](#) ("**Qrator Subprocessor List**"). Customer also acknowledges and agrees that Qrator Affiliates may be retained as sub-processors in connection with the provision of the Services.

5.2. List of Sub-processors. Qrator shall notify Customer of any addition of sub-processors on the Qrator Sub-processor List. Customer agrees that Qrator may, at Qrator's sole discretion, provide notification of any change to the Qrator Sub-processor List by email to which Customer shall subscribe using the process set forth on [\[\[Link to Subprocessors List\]](#), or by sending a notification at the email address set forth in the signature block ("**Email Notification**"). Customer may object to any change to the Qrator Sub-processor List by email no later than ten (10) calendar days after the date of the Email Notification, provided that Customer has a legitimate reason for objection under Data Protection Law. If the Parties cannot mutually agree to a reasonable resolution to Customer's objection, either Party may terminate the Agreement upon written notice to the other Party.

6. INTERNATIONAL TRANSFERS

6.1. This Section 6 applies in case Qrator Processes or transfers Customer's EU and/or UK Personal Data for Processing by sub-processors located in countries outside the EEA and/or UK ("**International Transfer**"). Qrator shall undertake an International Transfer only (i) subject to the terms of the Standard Contractual Clauses, which Clauses shall be entered into by Qrator and respective sub-processor, in order to provide appropriate safeguards for the transfer of such EU and/or UK Personal Data in

accordance with the European and UK Data Protection Laws or (ii) to a country that has received a binding adequacy decision by the European Commission, or otherwise lawful under Data Protection Laws (collectively, the “**International Transfer Mechanisms**”). In the event that this Section 6 applies, the terms of this DPA shall be read in conjunction with the applicable International Transfer Mechanism. Nothing in this DPA shall be construed to prevail over any conflicting clause of the applicable International Transfer Mechanism.

7. MISCELLANEOUS

7.1. Except as amended by this DPA, the terms of the Agreement shall remain in full force and effect. The Parties agree that their respective electronic signatures (i.e., any electronic sound, symbol or process attached to or logically associated with this Agreement and adopted by a Party with the intent to sign this Agreement) are intended to authenticate this writing and have the same force and effect as manual signatures. Any claims arising under this Addendum shall be subject to the exclusions, limitations and other terms of the Agreement. If the Agreement and this DPA conflict, then this DPA shall prevail but solely with respect to the terms related to Processing of Personal Data. This DPA shall expire on the expiration or any earlier termination of the Agreement or the date on which Qrator no longer Processes Personal Data, whichever is earlier (the “**Term**”).

7.2. Contacts.

For Qrator:

Please contact us at privacy@qrator.net.

For Customer: Contacts to be provided by the Customer at the signature line.

7.3. Customer warrants to Qrator that Customer's representative is authorized to sign this Agreement and agrees that electronic signature is the legal equivalent of a handwritten signature on this DPA.

8. CONTACTS, SIGNATURES

CUSTOMER:

By:
Name:
Title:
Address:
Email:
Telephone:
Date:

Qrator:

By: Qrator Labs CZ s.r.o.
Name: ALEKSANDR ZUBKOV
Title: Director

Date: 22 January, 2024