

# DATA PROCESSING AGREEMENT

Appendix to our General Terms

Between

Livehouse Europe ApS

Håndværkervej 10B

DK-4000 Roskilde

CVR no. (VAT no.) 3503 8574

and

Company

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Address

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Zip & City

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Country

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CVR/VAT no.

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The following data processing agreement ("the Agreement") is hereby entered into by and between the entity called the Customer (the "Customer") in the Agreement and Livehouse Europe ApS, CVR nr.: 35038574 (the "Supplier"), together referred to as the "Parties" and separately as a "Party".

This data processing agreement is an appendix to any Agreement with Livehouse Europe entered into by the Parties (the "Agreement"). This data processing agreement is an integral part of the Agreement about all Services provided by Livehouse Europe as set out in the provisions regarding processing of personal data in Agreements.

## Scope of the Agreement

The Supplier is the Customer's data processor, as the Supplier carries out the data processing tasks described in the Appendix's on behalf of the Customer.

The personal data processed by the Supplier, the purposes of the processing, the categories of personal data and the categories of data subjects are specified in the Appendix's.

The Agreement only governs the processing of personal data performed by the Supplier on behalf of the Customer.

"Personal data" is defined as any information relating to an identified or identifiable natural person, in accordance with article 4(1) of the Regulation (EU) 2016/679 of 27 April 2016 (the "General Data Protection Regulation").

## Processing of Personal Data

The Supplier will only process personal data on instruction from the Customer.

Instruction: The Supplier is instructed only to process personal data with the purpose to carry out the data processing tasks specified in Date Types Processed appendix. The Supplier may not process or use the personal data for purposes other than the ones specified in the instruction, including transferring personal data to a third country or an international organization, unless EU law or the legislation of a state to which the Supplier is subject requires the Supplies to do so, in which case the Supplier must inform the Customer in writing of this legal obligation before the processing is commenced, unless the legislation concerned prohibits such notification on important grounds of public interests.

If the Supplier considers an instruction given by the Customer to be incompatible with the General Personal Data Regulation, other EU data protection legislation or data protection legislation of an EU member state, the Supplier must inform the Customer in writing.

The Customer warrants that the Customer has all necessary rights to process all personal data governed by the Agreement and to let the Supplier process such personal data on behalf of the Customer, including but not limited to having acquired relevant consents.

## Requirements for the Supplier

The Supplier must process personal data in compliance with applicable Danish data protection regulation, including the General Personal Data Regulation, once it enters into force.

The Supplier must ensure that the persons authorized to process personal data have committed themselves to confidentiality or are bound by an appropriate statutory professional secrecy obligation.

The Supplier must implement appropriate technical and organizational security measures to protect the processed personal data against:

- (i) accidental or unlawful destruction, loss or alteration,
- (ii) unauthorized disclosure or access, or
- (iii) processing in breach of applicable legislation including the General Personal Data Regulation.

The Supplier must also comply with any legally binding standards on security measures, which bind the Supplier directly, including any standards on security measures in the country in which the Supplier is established or in the country in which the data processing takes place.

The appropriate technical and organizational security measures must be determined with consideration given to:

- (i) the current technical level,
- (ii) the implementation costs,
- (iii) the character, extent, context and purpose of the processing as well as the risks of varying probability and seriousness posed to the rights and freedoms of natural persons.

At the request of the Customer, the Supplier must provide the Customer with the information necessary to ensure that the Supplier complies with the obligations under the Agreement, including that the necessary technical and organizational security measures have been implemented.

Additionally, the Customer is entitled to appoint an independent expert at the Customer's own expense who is entitled to have access to the parts of the physical facilities of the Supplier where personal data is processed and to receive necessary information to investigate whether the Supplier has implemented appropriate technical and organizational security measures. The independent expert appointed by the Customer cannot get access to information about the general cost structure of the Supplier or to information concerning other customers of the supplier.

At the request of the Supplier, the expert must sign a non-disclosure agreement. Irrespective of whether a non-disclosure agreement has been signed or not, the expert must treat any information gathered or received from the Supplier confidentially and may under any circumstances only share such information with the Customer. The Customer may not disclose the information to any third party or use the information for any other purpose than to evaluate whether the Supplier has taken the necessary technical and organizational security measures.

The Supplier must, without undue delay after becoming aware of such circumstances, inform the Customer in writing about:

- (i) any request of an authority for disclosure of personal data covered by the Agreement unless the Supplier is prohibited to inform the Customer pursuant to EU law or the legislation of a state that applies to the Supplier,
- (ii) any suspicion or observation of (a) security breaches leading to accidental or unlawful destruction, loss or alteration, unauthorized disclosure or access to personal data transmitted, preserved or in any other way processed by the Supplier under this Agreement, or (b) any other noncompliance with the obligations of the Supplier under this agreement, or
- (iii) any request for access to personal data received directly from a data subject or from a third party.

The Supplier must assist the customer in the handling of any request from a data subject covered by chapter III of the General Data Protection Regulation, including requests for access, rectification, blocking and erasure.

The Supplier must assist the Customer in ensuring compliance with the Customer's obligations pursuant to articles 32 to 36 of the General Data protection Regulation and the legislation of a member state under which

the assistance of the Supplier is required to the extent that the assistance of the Supplier is necessary for the Customer to comply with such obligations. This includes the provision of necessary information to the Customer of an incident covered by this agreement as well as all necessary information for the use of an impact assessment under article 35-36 of the General Data Protection Regulation, to the extent the Supplier has access to such information.

The physical locations of servers, service centers etc. that are used for the processing of personal data are listed by the Supplier in Appendix's. The Supplier is obligated to inform the Customer in writing before changing the physical location. This does not require a formal amendment of Appendix's. A prior written notice by mail or email is sufficient.

The Customer pays the Supplier for the time and material spent on any services, which the Customer requests the Supplier to carry out under clauses in this Agreement. The cost of the services follows the prices valid at all times.

## Sub-processors

The Supplier is entitled to use sub-processors. At the time when the Agreement enters into force, the Supplier uses the sub-processors specified in the Appendix's. The Supplier must provide a written notice to the customer describing any planned changes concerning addition or replacement of sub-processors no later than two months before the change takes place. During the first 2 weeks following the Supplier's provision of notice regarding the planned change, the Customer may reject the use of the new sub-processors, in which case the Supplier may terminate any agreements with the Customer under which the Supplier processes personal data on behalf of the Customer with 1 month's written notice. Upon termination of the use of a sub-processor, the Supplier must inform the Customer in writing.

Before using a sub-processor, the Supplier must enter into a written agreement with the sub-processor, in which at least equivalent obligations as assumed by the Supplier under the Agreement are imposed on the sub-processor, including the obligation to carry out appropriate technical and organizational measures to ensure that the processing satisfies the requirements of the general data protection regulation.

The Customer is entitled to be provided with a copy of all parts of agreements between the Supplier and sub-processors regulating data protection obligations mandatory in this agreement. The Supplier is liable for the

sub-processor's performance of the data protection obligations. The fact that the Customer has consented to the Supplier entering into a contract with a sub-processor is without prejudice to the Supplier's obligation to comply with the Agreement.

## Confidentiality

The Supplier must treat personal data confidentially.

The Supplier may not disclose personal data to any third party unless this is necessary to be able to carry out the Supplier's obligations towards the Customer, provided the person to whom the personal data is disclosed is aware of the information's confidential nature and has agreed to keep the information confidential according to this Agreement, or if such disclosure is required by law.

The Supplier must limit access to the personal data to employees for whom it is necessary to have access to personal data to be able to perform the obligations of the Supplier to the Customer.

The obligations of the Supplier in this agreement are not subject to any time barring irrespective of whether the parties' cooperation is terminated.

## Amendments and Transfers

The Agreement may be changed in accordance with the change procedures set out in the Agreement about Livehouse Europe services.

The Supplier may transfer its rights and obligations under the Agreement without consent of the Customer, provided the entity to which the rights and obligations are transferred commits to process personal data in compliance with the Agreement.

## Duration and Termination

The term of the Agreement will be the same as the term of the Agreement about Livehouse Europe services. Upon termination of the Agreement between the parties, the Agreement will terminate.

Either Party may terminate the Agreement on the same terms that apply between the parties.

Regardless of the formal agreement period, the Agreement remains in force while the Supplier processes personal data on behalf of the Customer for which the Customer is the data controller, however, only to the Supplier's processing such personal data.

In the event of termination and upon request of the Agreement, the Supplier must loyally help ensuring that the data processing is passed to another supplier or transferred back to the Customer and is entitled to payment for this service.

At the request of the Customer and by termination of the Agreement, the Supplier must transfer personal data processed by the Supplier on behalf of the Customer to the Customer or delete such personal data unless EU law or the legislation of an EU member state requires data preservation and is entitled to payment for this service.

## Notifications

When a Party is required to provide written notice to the other Party under the Agreement, such obligation may be fulfilled, inter alia, by providing such notice via email to the other Party's most recently announced email address. The Supplier may also provide written notice to the Customer by posting messages directly within the Livehouse Europe communication system, to which the Customer has received a license of use under the Agreement.

## Precedence

In the event of a conflict between the provisions of the Agreement and the provisions of other written or oral agreements concluded between the parties, the provisions of the Agreement prevail.

## Appendix 1: Data Types Processed

The data we process are generally limited to names, email addresses, titles, phone numbers and employers. This is a necessity to operate and deliver our services. Read all about the data types we process here:

<https://livehouseeurope.com/gdpr/data-types/>

## Appendix 2: Sub-Processors

To operate and deliver our services, we have a range of sub-processors. What they do, where data is stored and under which regulation they operate, are listed as our current sub-processors here:

<https://livehouseeurope.com/gdpr/sub-processors/>

## Appendix 3: Privacy Policy

We take great pride in keeping your private information private. However, we do need to store a minimum amount of data, to be able to operate and deliver our services. Read our complete set of privacy policies here: <https://livehouseeurope.com/gdpr/privacy-policy/>

Place: Roskilde, Denmark

Date: 16/5-2018

On behalf of the Supplier:



Place:

Date:

On behalf of the Customer:

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With your signature, you confirm that you are legally eligible to enter into this agreement on behalf of the Customer.