

# Data Processing Agreement — Midori

This Data Processing Agreement ("Agreement") is made between

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(the "Company")

and

Midori Global Consulting Kft.  
(the "Data Processor") (together as the "Parties")

## WHEREAS

(A) The Company acts as a Data Controller.

(B) The Company wishes to install and use apps provided by Processor through the Atlassian Marketplace or contact the Processor's support service, which all imply the processing of End-User data.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of End-User data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(D) The Parties wish to lay down their rights and obligations.

## IT IS AGREED AS FOLLOWS:

### 1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules;

1.1.2 "Company End-User Data" means any End-User Data Processed by the Processor or a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.3 "Contracted Processor" means a Subprocessor;

1.1.4 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 "EEA" means the European Economic Area;

1.1.6 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.8 "Data Transfer" means a transfer of Company End-User Data from the Company to Processor; or an onward transfer of Company End-User Data from Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor.

1.1.9 "Subprocessor" means service providers contracted by the Processor to process End-User Data on behalf of the Company in connection with the Agreement.

## 2. Processing of Company End-User Data

### 2.1 Processor shall:

2.1.2 not Process Company End-User Data other than on the relevant Company's documented instructions.

2.2 The Company instructs Processor to process Company End-User Data.

## 3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company End-User Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company End-User Data.

## 4. Security

4.1 Processor shall in relation to the Company End-User Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

## 5. Subprocessing

5.1 By contacting Processor's support service or using/installing software products made by the Processor, Controller acknowledges that End-User data is shared with subprocessors.

Processor publishes the list of subprocessors contracted in the Privacy Policy on its website.

## 6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfillment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

### 6.2 Processor shall:

6.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company End-User Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

## 7. End-User Data Breach

7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a End-User Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such End-User Data Breach.

8. Data Protection Impact Assessment and Prior Consultation Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company End-User Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company End-User Data

9.1 Subject to this section 9 Processor shall upon request delete and procure the deletion of all copies of those Company End-User Data.

9.2 Processor shall provide written certification to Company that it has fully complied with this section.

10. Data Transfer

10.1 By using/installing software products made by the Processor, Controller consents to the transfer of Data to countries outside the EU and/or the European Economic Area (EEA). If End-User data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the End-User data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU-approved standard contractual clauses for the transfer of personal data.

11. General Terms

11.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

11.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by email to the address or email address set out in the Privacy Policy of Processor.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

Data Controller Company

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Midori Global Consulting Kft.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_