GDPR Data Processing Agreement

This Data Processing Agreement reflects the requirements of the European Data Protection Regulation ("GDPR") as it comes into effect on May 25, 2018.

This Data Processing Agreement ("**DPA**") forms part of the Terms of Service ("**Agreement**") between RamNode LLC ("**RamNode**") and the Customer, acting on its own behalf and as agent for its authorized Affiliates (defined below), each being a "Party" and together the "Parties". All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The Parties agree as follows:

1. Definitions

"**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either Customer or RamNode (determined by context), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Customer Data**" means any data that RamNode and/or its Affiliates processes on behalf of Customer in the course of providing the Services under the Agreement.

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

"**EU Data Protection Law**" means EU Directive 95/46/EC, and on and after May 25, 2018, EU General Data Protection Regulation 2016/679 ("GDPR"), in each case, as may be amended, superseded or replaced.

"**Processing**" has the meaning given to it in the GDPR and "process", "processes" and "processed" shall be interpreted accordingly.

"**Security Incident**" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.

"**Services**" means any product or service provided by RamNode to Customer pursuant to the Agreement.

"**Sub-processor**" means any Processor engaged by RamNode or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or any RamNode Affiliate.

"**Standard Contractual Clauses**" means the Standard Contractual Clauses for the purposes of Article 26(2) of Directive 95/46/EC set out in Decision 2010/87/EC as the same are revised or updated from time to time by the European Commission.

The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", and "**Processor**" have the same meanings as in the GDPR, and their cognate terms shall be construed accordingly.

2. Scope

2.1 **Scope**. This DPA applies where and only to the extent that RamNode processes Personal Data on behalf of the Customer in the course of providing the Services and such Personal Data is subject to Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom. The Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

2.2 **Role of the Parties**. The Parties acknowledge and agree that Customer is the Controller of Customer Personal Data and that RamNode shall process Personal Data only as a Processor on behalf of Customer. Customer shall be solely responsible for ensuring timely communications to Customer's Affiliates who use the Services, insofar as such communications may be required with respect to applicable Data Protection Laws to enable Customer to comply with such Laws.

2.3 **RamNode Data**. Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that RamNode shall have a right to use and disclose data relating to and/or obtained in connection with the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered personal data under Data Protection Laws, RamNode is the Controller of such data and accordingly shall process such data in compliance with Data Protection Laws.

3. Description of Personal Data Processing

3.1 Annex A to this DPA sets out certain information regarding the Processing of the Customer Personal Data as required by article 28(3) of the GDPR. Either Party may make reasonable amendments to Annex A by written notice to the other Party from time to time as reasonably necessary to meet those requirements. Nothing in Annex A confers any right or imposes any obligation on any Party to this DPA.

4. Data Processing Terms

4.1 Customer shall comply with all applicable Data Protection Laws in connection with the performance of this DPA. Customer shall be solely responsible for compliance with applicable Data Protection Laws regarding the collection and processing of and transfer to RamNode of Customer Personal Data.

4.2 RamNode shall only process Customer Personal Data based on the documented instructions of Customer for the purposes of providing the Services in accordance with the Agreement. The Parties agree that this DPA and the Agreement represent Customer's complete and final instructions to RamNode in relation to the processing of Customer Personal data and processing outside the scope of these instructions (if any) shall require prior written agreement between the Parties.

5. Subprocessing

5.1 **Authorized Sub-processors**. Customer expressly and specifically authorizes RamNode to engage Sub-processors to process Customer Personal Data on Customer's behalf. The Sub-processors currently engaged by RamNode and authorized by Customer are listed in Annex C.

5.2 **Sub-processor Obligations**. RamNode shall: (i) include data protection obligations in its contract with each Sub-processor which are materially the same as those set out in this DPA, according to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any failures of the Sub-processor that cause RamNode to breach any of its obligations in relation to Processing Customer Personal Data.

5.3 **Changes to Sub-processors**. RamNode shall provide Customer reasonable advance notice (via email) if it adds Sub-processors. Customer may object in writing to RamNode's appointment of a new Sub-processor within five (5) calendar days of receipt of RamNode's notice. The Parties shall then work together in good faith to achieve a commercially reasonable resolution for the Customer which avoids the use of the proposed Sub-processor. If this is not possible, RamNode may immediately, and without penalty or indemnification, terminate the applicable Services that cannot be provided by RamNode without the use of the objected-to Sub-processor.

6. Security

6.1 **Security Measures**. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, RamNode shall in relation to the Customer Personal Data implement appropriate technical and organizational measures as described in Annex B ("Security 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.

6.2 **Confidentiality of Processing**. RamNode shall take reasonable steps to ensure the reliability of any person (including its staff, agents, and subcontractors) who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6.3 **Security Incident Response**. RamNode shall notify Customer without undue delay of any Personal Data Breach involving Customer Personal Data, upon RamNode's becoming aware of such a Personal Data Breach, the notice to include all information reasonably required by Customer to comply with its obligations under the Data Protection Laws.

6.4 **Updates to Security Measures**. Customer acknowledges that the Security Measures are subject to technical progress and development and that RamNode may update or modify the Security Measures from time to time.

6.5 **Security Reports**. RamNode shall once per year provide to Customer, with reasonable notice, responses to security assessment questionnaires on a confidential basis for the purpose of confirming RamNode's compliance with its obligations under this DPA.

7. Transfers

7.1 Customer (as "data exporter") and RamNode (as "data importer"), with effect from the commencement of the relevant transfer, hereby enter into the Standard Contractual Clauses (*mutatis mutandis*, as the case may be) in respect of any transfer from Customer to RamNode (or onward transfer) where such transfer would otherwise be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address Data Protection Laws). Appendix 1 to the Standard Contractual Clauses shall be deemed to be prepopulated with the relevant sections of Annex A to this DPA and the processing operations are deemed to be those described in the Agreement. Appendix 2 to the Standard Contractual Clauses shall be deemed to be prepopulated with Annex B to this DPA.

8. Deletion or Return of Customer Personal Data

8.1 Customer may request that RamNode export its Personal Data by opening a support ticket.

8.2 Customers with no active services may request that their account be closed and Personal Data be deleted from RamNode's databases, with the exception of: billing system access logs, which may be stored for any duration of time at RamNode's discretion, cases where financially fraudulent or otherwise illegal activity is deemed to have occurred (as determined by RamNode management or law enforcement officials), in which case personal information may be retained indefinitely for purposes of ongoing investigation and prevention of fraud recurrence, or cases

where a violation of the Terms of Service has resulted in termination of Customer's account, in which case personal information may be retained indefinitely for purposes of prevention of further use of RamNode's services in the future by the offending Customer.

8.3 RamNode will retain and use Customer Personal Data to the extent necessary to comply with its legal and financial requirements, as well as to resolve disputes and enforce its legal agreements and policies. Any Personal Data RamNode has archived on backup systems shall be securely isolated and protected from any further processing, except to the extent required by applicable law.

9. Data Subject Rights

9.1 Taking into account the nature of the Processing, RamNode shall (at Customer's expense) provide reasonable assistance to Customer by appropriate technical and organizational measures, in so far as is possible, to fulfill Customer's obligation to respond to any requests from individuals or applicable data protection authorities relating to the Processing of Personal Data under the Agreement. Customer acknowledges that RamNode has no knowledge of any data (including Personal Data) that Customer has stored pursuant to the Agreement.

9.2 To the extent legally permissible, RamNode shall promptly notify Customer of any communication from a Data Subject regarding the Processing of Customer Personal Data, or any other communication relating to any obligation under the Data Protection Laws in respect of the Customer Personal Data. In the event that any such request is made directly to RamNode, RamNode shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If RamNode is required to respond to such a request, RamNode shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

9.3 To the extent required under Data Protection Law, RamNode shall provide (at Customer's expense) reasonably requested information regarding RamNode's processing of Personal Data under the Agreement to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

10. Miscellaneous

10.1 The provisions of this DPA are supplemental to the Agreement. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

10.2 In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.

10.3 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

10.4 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force.

RamNode LLC   _____ ("Customer")

By _Nick Adams_____   By _____

 Nick Adams
_____   _____
Name   Name

CEO
_____   _____
Title   Title

Annex A – Details of Processing of Customer Personal Data

This Annex A includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and in this DPA.

The nature and purpose of the Processing of Customer Personal Data

The nature and purpose of the Processing of the Customer Personal Data are set out in the Agreement and in this DPA.

The types of Customer Personal Data to be Processed

Customer is solely responsible for determining the types of Personal Data to be Processed and for indicating to RamNode those types. RamNode only stores such Data or backs it up as requested by Customer.

The categories of Data Subject to whom the Customer Personal Data relates

Customer is solely responsible for determining the categories of Data Subject to whom the Customer Personal Data relates, and for indicating to RamNode those categories. RamNode only stores such Data or backs it up as requested by Customer.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and in this DPA.

Data exporter (as applicable)

Customer, which engages RamNode for the Services pursuant to the Agreement.

Data importer (as applicable)

RamNode, which provides the Services to Customer pursuant to the Agreement.

Processing operations (as applicable)

The Personal Data transferred will be subject to the following basic processing activities: RamNode stores and (where applicable) backs up the data (including any Personal Data) that the Customer chooses to have hosted by RamNode.

Annex B – Security Measures

Available upon request

Annex C - List of RamNode Sub-processors

Available upon request