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Data Processing Agreement

Standard Terms

Aginion Luxembourg

Date: 2024-01-02

Classification: Public

This Data Processing Agreement (this "DPA") describes how Aginion Luxembourg ("Aginion") processes personal data as a processor on behalf of its customers (each a "Customer"). It sets out Aginion's standard data protection terms and is published via Aginion's Trust Center for transparency. Where a Customer engages Aginion, these terms are incorporated into and form part of the service agreement between Aginion and the Customer (the "Service Agreement"). In respect of that processing, the Customer acts as controller and Aginion as processor within the meaning of Regulation (EU) 2016/679 (the "GDPR").

Processor: Aginion Luxembourg — Registered address: 142, Boulevard de la Pétrusse, L-2330 Luxembourg — Trade and Companies Register of Luxembourg: B184509.

1. Definitions and scope

1.1 This DPA governs the processing of personal data by Aginion on behalf of the Customer in connection with the services Aginion provides (the "Services"). It forms an integral part of the Service Agreement.

1.2 Terms such as "personal data", "processing", "controller", "processor", "data subject", "personal data breach" and "supervisory authority" have the meanings given in the GDPR. "Data Protection Law" means the GDPR and the Luxembourg law of 1 August 2018 on the organisation of the National Commission for Data Protection and the general data protection framework, together with any related or successor legislation.

1.3 In respect of processing under the Services, the Customer is the controller and Aginion is the processor. Where Aginion processes personal data of the Customer's personnel for its own administration, Aginion acts as controller for that processing, which falls outside this DPA.

1.4 In the event of a conflict between this DPA and any other part of the Service Agreement in respect of the processing of personal data, this DPA prevails. Where a regulatory annex or sector-specific requirement applicable to a particular engagement imposes a stricter requirement on the processing or protection of data, that requirement prevails.

2. Subject matter and details of processing

In accordance with Article 28(3) GDPR, the details of the processing are as follows:

a) Subject matter: the provision of the managed IT Services described in the applicable statement of work or service description (the "SoW").

b) Duration: the term of the Service Agreement and the applicable SoW, and thereafter for any period during which Aginion retains personal data as permitted or required under Section 9.

c) Nature and purpose: hosting, storage, backup, maintenance, support, transmission and administration of the Customer's systems and data as necessary to deliver the Services.

d) Types of personal data and categories of data subjects: as set out in the applicable SoW. Where the SoW is silent, the processing may include the personal data of the Customer's employees, officers, contractors, clients and other individuals whose data is present in the systems under Aginion's management.

e) Special categories: the Customer informs Aginion in the SoW where the processing is expected to involve special categories of personal data or data relating to criminal convictions and offences, so that appropriate measures can be applied.

3. Obligations of Aginion as processor

Aginion complies with the obligations of a processor under Article 28 GDPR. In particular:

3.1 Documented instructions. Aginion processes personal data only on documented instructions from the Customer, including as to transfers to a third country, unless required to do otherwise by Union or Member State law; in that case Aginion informs the Customer of the legal requirement before processing, unless the law prohibits such information on important grounds of public interest. The Service Agreement, the applicable SoW and this DPA constitute the Customer's initial documented instructions.

3.2 Unlawful instructions. Aginion immediately informs the Customer if, in its opinion, an instruction infringes the Data Protection Law.

3.3 Confidentiality. Aginion ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.4 Security. Aginion implements the technical and organisational measures required by Article 32 GDPR to ensure a level of security appropriate to the risk, having regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing. The measures applicable to the Services are set out in the applicable SoW.

3.5 Assistance — data subject rights. Taking into account the nature of the processing, Aginion assists the Customer by appropriate technical and organisational measures, insofar as possible, in responding to requests to exercise data subject rights under Chapter III GDPR.

3.6 Assistance — compliance obligations. Aginion assists the Customer in ensuring compliance with its obligations under Articles 32 to 36 GDPR (security, breach notification, data protection impact assessments and prior consultation), taking into account the nature of the processing and the information available to Aginion.

3.7 Personal data breach. Aginion notifies the Customer without undue delay after becoming aware of a personal data breach affecting the Customer's personal data. The notification describes, to the extent known, the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences and the measures taken or proposed. Aginion does not notify a supervisory authority or data subjects on the Customer's behalf unless instructed to do so.

3.8 Records. Aginion maintains a record of processing carried out on behalf of the Customer in accordance with Article 30(2) GDPR.

4. Sub-processors and outsourced services

4.1 Aginion engages another processor (a "sub-processor") to process personal data on behalf of the Customer only where necessary to deliver the Services and subject to the Customer's prior authorisation in accordance with the Service Agreement. Where Aginion engages a sub-processor, it imposes on that sub-processor, by written contract, data protection obligations equivalent to those set out in this DPA — in particular the obligation to implement appropriate technical and organisational measures — and Aginion remains fully liable to the Customer for the performance of the sub-processor's obligations.

4.2 Outsourced infrastructure that does not constitute sub-processing. Delivery of the Services relies on the following categories of outsourced infrastructure providers, which supply connectivity, physical hosting and name-resolution services and are not engaged to process customer personal data on Aginion's behalf:

Outsourced service	Role (not sub-processing)
Internet service providers (ISPs)	Network connectivity and internet access.
Datacenter colocation providers	Physically secure housing of Aginion-controlled equipment (racks, power, cooling, physical access control). Aginion retains control of the systems and data hosted on that equipment.
Domain and DNS providers	Domain registration and name-resolution (DNS) services.

These providers act as infrastructure or conduit and do not, in the ordinary course of the Services, access or process the content of customer personal data on Aginion's behalf. Aginion applies encryption and access controls so that any personal data remains under Aginion's control.

4.3 Sub-processors engaged by Aginion. Beyond the infrastructure providers described in Section 4.2, Aginion does not engage other parties that process customer personal data on Aginion's behalf.

4.4 Service-specific sub-processors. Depending on the specific Services provided to a given Customer, additional sub-processors or outsourced services may be required. Any such sub-processor is engaged subject to the safeguards described in this Section 4 and is disclosed to the Customer in the applicable SoW or otherwise in accordance with the Service Agreement.

4.5 Changes. Aginion informs the Customer of any intended addition or replacement of a sub-processor, giving the Customer the opportunity to object before the sub-processor begins processing. Where the Customer objects on reasonable data protection grounds, the parties address the matter in good faith; failing resolution, the affected Services may be adjusted or terminated in accordance with the Service Agreement.

5. International transfers

5.1 Aginion's headquarters and primary operations are located in Luxembourg, within the European Economic Area (the "EEA"). Personal data processed on behalf of the Customer is, as a rule, processed within the EEA.

5.2 Where personal data is accessed or processed from outside the EEA, such transfers are carried out only where a transfer mechanism under Chapter V GDPR is in place. For transfers to countries not covered by a European Commission adequacy decision, Aginion relies on appropriate safeguards under Article 46 GDPR, namely the European Commission's Standard Contractual Clauses or equivalent binding contractual provisions, together with any supplementary measures required following a transfer impact assessment. These provisions are designed to ensure a level of protection of personal data essentially equivalent to that guaranteed within the EU.

5.3 Where a regulatory annex or sector-specific requirement restricts or prohibits the transfer or disclosure of certain data, that restriction prevails over this Section 5.

6. Audits and demonstration of compliance

6.1 Aginion makes available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and this DPA.

6.2 Aginion allows for and contributes to audits, including inspections, conducted by the Customer or an auditor mandated by the Customer in respect of the processing under this DPA. The parties agree the scope, timing and conduct of any audit in advance so as to minimise disruption, consistent with the Service Agreement and subject to appropriate confidentiality. Nothing in this Section limits the rights of a competent supervisory authority.

7. Obligations of the Customer as controller

7.1 The Customer warrants that it has a lawful basis for the processing instructed under the Services, that its instructions comply with the Data Protection Law, and that it has provided any notices and obtained any consents required in respect of the data subjects concerned.

7.2 The Customer is responsible for the accuracy, quality and legality of the personal data it provides and for the instructions it gives to Aginion.

8. Liability

8.1 Liability arising under or in connection with this DPA is subject to the limitations and exclusions of liability set out in the Service Agreement, except to the extent those limitations are not permitted by the Data Protection Law. Nothing in this DPA limits a data subject's rights or a party's liability towards a supervisory authority under the GDPR.

9. Return or deletion of personal data

9.1 On termination of the Services, or on the Customer's earlier written request, Aginion, at the Customer's choice, returns all personal data processed on the Customer's behalf and deletes existing copies, or deletes the personal data, unless Union or Member State law requires storage of the personal data.

9.2 Where a regulatory annex or applicable law requires a minimum retention period, Aginion retains the relevant data for that period notwithstanding Section 9.1, and returns or deletes it only on expiry of that period or on the Customer's instruction consistent with that requirement.

9.3 Aginion confirms the return or deletion in writing on the Customer's request.

10. Duration

10.1 This DPA applies for as long as Aginion processes personal data on behalf of the Customer, notwithstanding termination of the Service Agreement. Customer-specific data protection terms are governed by the Service Agreement concluded with the relevant Customer.

11. Contact

Questions regarding this DPA or Aginion's processing of personal data can be addressed to:

Aginion Luxembourg — Data Protection Officer

Email: privacy@aginion.com

Phone: +352 2740 5949

This document is published by Aginion Luxembourg via its Trust Center and describes Aginion's standard data processing practices as a processor. A Customer-specific data processing agreement is concluded as part of the Service Agreement between Aginion and each Customer.

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Aginion Group

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This document is provided by:

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