FEATUREIT - EU DATA PROCESSING ADDENDUM

This Data Processing Addendum (the **Addendum**) forms part of the FeatureIT Terms of Use (and any ancillary or related documentation), as updated or amended from time to time (the **Agreement**), between the Customer (as identified on page 4 below) and FeatureIT. All capitalised terms not defined in this Addendum shall have the meaning set out in the Agreement.

HOW TO EXECUTE THIS ADDENDUM:

1. This Addendum has been pre-signed by FeatureIT.

2. If FeatureIT processes personal data on behalf of a FeatureIT customer that qualifies as a controller with respect to that personal data under the EU General Data Protection Regulation (Regulation 2016/679) (an **Eligible Customer**), such Eligible Customer may execute this Addendum.

Eligible Customers can complete this Addendum by:

   (a) Completing the information in the signature box and counter-signing on page 4; and

   (b) Submitting the completed and signed Addendum to FeatureIT at info@Featureit.co.nz. Any questions regarding this Addendum should be sent to info@featureit.co.nz.

3. Upon receipt of the validly completed and signed Addendum in accordance with the instructions above, this Addendum will become legally binding.

APPLICATION OF THIS ADDENDUM:

If the entity signing this Addendum is an Eligible Customer at the date of counter-signature, this Addendum will form part of the Agreement. In such case, the FeatureIT entity that is a party to the Agreement will be a party to this Addendum, as identified in the Eligible Customer FeatureIT invoice.

If the entity signing this Agreement is not an Eligible Customer at the date of counter-signature, this Agreement will not be valid or legally binding.

The parties agree that the obligations under this Addendum that are specific to the EU General Data Protection Regulation (Regulation 2016/679) shall not apply until the later of the Eligible Customer counter-signature or the date the EU General Data Protection Regulation (Regulation 2016/679) has come into full force and effect.

1. Data Protection

1.1. <u>Definitions</u>: In this Addendum, the following terms shall have the following meanings:

(a) "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in Applicable Data Protection Law;

(b) "**Applicable Data Protection Law**" shall mean: (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); and (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679); and

(c) "**FeatureIT**" means the FeatureIT entity that is a party to this Addendum, as specified in paragraph 1 of the section "APPLICATION OF THIS ADDENDUM" above.

1.2. <u>Relationship of the parties</u>: Customer (the controller) appoints FeatureIT as a processor to process the personal data described in the Agreement (the "**Data**") for the purposes described, and the terms set out, in the Agreement, including, for the avoidance of doubt, to provide you with, and update and improve, our services (or as otherwise agreed in writing by the parties) (the "**Permitted Purpose**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

1.3. <u>Prohibited data</u>: Unless explicitly requested by FeatureIT to do so, Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to FeatureIT for processing.

1.4. <u>Confidentiality of processing</u>: FeatureIT shall ensure that any person it authorises to process the Data (an "**Authorised Person**") shall protect the Data in accordance with FeatureIT's confidentiality obligations under the Agreement.

1.5. <u>Security</u>: FeatureIT shall implement technical and organisational measures, which may be amended and updated from time to time, to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a **Security Incident**").

1.6. Subcontracting: Customer consents to FeatureIT engaging third party subprocessors to process the Data for the Permitted Purpose provided that: (i) FeatureIT maintains an up-to-date list of its subprocessors, which shall be available on its website on or before 25 May 2018, which it shall update with details of any change in subprocessors at least 30 days prior to the change; (ii) FeatureIT imposes data protection terms on any subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and (iii) FeatureIT remains liable for any breach of this Addendum that is caused by an act, error or omission of its subprocessor. Customer may object to FeatureIT's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, FeatureIT will either not appoint or replace the subprocessor or, if this is not reasonably possible, in FeatureIT's sole discretion, Customer may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by Customer up to and including the date of suspension or termination).

1.7. Cooperation and data subjects' rights: FeatureIT shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to FeatureIT, FeatureIT shall promptly inform Customer providing full details of the same.

1.8. Data Protection Impact Assessment: If FeatureIT believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform Customer and provide reasonable cooperation to Customer in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.

1.9. Security incidents: If it becomes aware of a confirmed Security Incident, FeatureIT shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. FeatureIT shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep Customer informed of all material developments in connection with the Security Incident.

1.10. Deletion or return of Data: Upon termination or expiry of the Agreement, FeatureIT will, on Customer's explicit request, delete or return the Data in its possession or control (in a manner and form decided by FeatureIT, acting reasonably). This requirement shall not apply to the extent that FeatureIT is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data FeatureIT shall securely isolate and protect from any further processing.

FeatureIT Limited

Signature: *Penny Anderson*

Name:

Position:

Date:

Customer:

Signature:

Individual Name:

Position:

Date:

Email: