



## Data Protection Addendum -- DPA

### Preamble

This addendum details the parties' obligations on the protection of personal data, associated with the processing of personal data on behalf of Customer as a data controller, in relation to Customer's use of Dovico's time tracking and billing services as described in Dovico's Hosted Services Agreement (hereinafter, "**Agreement**").

### How to execute this DPA

- (1) This DPA has been pre-signed on behalf of Dovico.
- (2) To complete this DPA, Customer must:
  - a. Complete their information on page 2
  - b. Complete their information and sign in the signature section on page 7
- (3) Submit the completed and signed DPA to [privacy@dovico.com](mailto:privacy@dovico.com).

This Data Protection Addendum ("**DPA**") forms part of the Agreement between:

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

Customer Registered Address: \_\_\_\_\_

hereinafter, "**Customer**"

– and –

**Dovico Software Inc.**, with registered offices at 236 St. George Street, Moncton, New Brunswick E1C 1W1, Canada, hereinafter "**Dovico**".

This DPA shall be effective on the date it is executed by both parties. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

## 1. Definitions

"**Agreement**" means Dovico's Hosted Services Agreement which governs the provision of the Services to Customer as may be updated by Dovico from time to time.

"**Data Protection Laws**" means all data protection and privacy laws applicable to the Processing of Personal Data under the Agreement including, where applicable, EU Data Protection Laws.

"**Customer Data**" means any Personal Data that Dovico Processes as a Data Processor, on behalf of Customer, as a Data Controller, in the course of providing Services, as more particularly described in this DPA.

"**Data Controller**" means an entity that determines the purposes and means of the Processing of Personal Data.

"**Data Processor**" means an entity that Processes Personal Data on behalf of a Data Controller.

"**EEA**" means, for the purpose of this DPA, the European Economic Area, United Kingdom and Switzerland.

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means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

"**GDPR**" means EU General Data Protection Regulation 2016/679.

"**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 Customer Data.

"**Sensitive Data**" means "special categories of data" as referenced in Chapter 2 of the GDPR and any other EU Data Protection Laws.

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

"**Subprocessor**" means any Data Processor engaged by Dovico to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA.

- 1.1 The terms, "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## **2. Relationship with the Agreement**

- 2.1 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.
- 2.2 Any claims brought under or in connection with this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.
- 2.3 In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.
- 2.4 No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.
- 2.5 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

## **3. Scope and Applicability of this DPA**

- 3.1 This DPA applies only to the extent that Dovico, as Data Processor, Processes Customer Data originating from the EEA, or is otherwise subject to EU Data Protection Law, on behalf of Customer, as Data Controller, in the course of providing Services pursuant to the Agreement.
- 3.2 This DPA shall apply to the Processing of Customer Data within the scope of the DPA from and including 25th May 2018.

#### **4. Processing of Customer Data**

4.1 Role of the Parties. As between Dovico and Customer, Customer is the Data Controller of Customer Data, and Dovico shall process Customer Data only as a Data Processor acting on behalf of Customer.

4.2 Customer Processing of Customer Data. Customer agrees that (i) it shall comply with its obligations as a Data Controller under Data Protection Laws in respect of its Processing of Customer Data and any Processing instructions it issues to Dovico; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for Dovico to process Customer Data and provide the Services pursuant to the Agreement and this DPA.

4.3 Prohibited data. Customer will not provide (or cause to be provided) any Sensitive Data to Dovico for Processing under the Agreement, and Dovico will have no liability for Sensitive Data. For the avoidance of doubt, this DPA will not apply to Sensitive Data.

4.4 Dovico Processing of Customer Data. Dovico shall process Customer Data only for the purposes described in this DPA and only in accordance with Customer's documented lawful instructions. The parties agree that this DPA and the Agreement set out Customer's complete and final instructions to Dovico in relation to the Processing of Customer Data, and Processing outside the scope of these instructions (if any) shall require prior written agreement between Customer and Dovico.

4.5 Details of Data Processing:

(a) Subject matter: The subject matter of the data Processing under this DPA is the Customer Data.

(b) Duration: As between Dovico and Customer, the duration of the data Processing under this DPA is until the termination of the Agreement in accordance with its terms.

(c) Purpose: The purpose of the data Processing under this DPA is the provision of the Services to the Customer and the performance of Dovico's obligations under the Agreement (including this DPA) or as otherwise agreed by the parties.

(d) Nature of the Processing: Dovico provides a time tracking and billing service, project costing, and other related services, as described in the Agreement.

(e) Categories of Data Subjects: The Data Subjects are any individual accessing and/or using the Services through the Customer's account ("Users"). and any individual: (i) whose email address is included in the Customer's distribution List; (ii) whose information is stored on or collected via the Services, or (iii) to whom Users send emails or otherwise engage or communicate with via the Services.

(f) Types of Customer Data: Identification and contact data (name, address, email account, title); financial information (billing rate, salary); employment details (employer, job title, geographic location, area of responsibility, employee ID number); and any other Customer Data authorized by Customer.

- 4.6 Customer acknowledges that Dovico shall have a right to use and disclose data relating to the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support and product development. To the extent any such data is considered Personal Data under Data Protection Laws, Dovico is the Data Controller of such data and accordingly shall process such data in accordance with the Dovico Privacy Policy and Data Protection Laws.
- 4.7 Tracking Technologies. Customer acknowledges that in connection with the performance of the Services, Dovico employs the use of cookies, unique identifiers, web beacons and similar tracking technologies. Customer shall maintain appropriate notice, consent, opt-in and opt-out mechanisms as are required by Data Protection Laws to enable Dovico to deploy tracking technologies lawfully on, and collect data from, the devices of Data Subjects (as referenced in section 4.5(e) above) in accordance with and as described in the Dovico Privacy Policy.

## **5. Dovico Personnel**

- 5.1 Dovico personnel engaged in Processing Customer Data are informed of the confidential nature of Customer Data, have received appropriate training on their responsibilities, and are subject to obligations of confidentiality that survive the termination of that person's engagement with Dovico.
- 5.2 Dovico personnel engaged in Processing Customer Data are prohibited from Processing Customer Data outside the scope of Customer's instructions.
- 5.3 Dovico shall ensure that Dovico's access to Customer Data is limited to those personnel who require such access to perform the Agreement.

## **6. Security**

- 6.1 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, Dovico shall in relation to the Customer 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.
- 6.2 In assessing the appropriate level of security, Dovico shall take account of the risks that are presented by Processing, in particular, from a Personal Data Breach.

## **7. Subprocessing**

- 7.1 Authorized Subprocessors. Customer agrees that Dovico may engage Subprocessors to process Customer Data on Customer's behalf. The Subprocessors currently engaged by Dovico and authorized by Customer for Processing Customer Data are listed at the following link: <https://www.dovico.com/gdpr/subprocessors/> and also available upon request to [privacy@dovico.com](mailto:privacy@dovico.com).

- 7.2 Changes to Subprocessors. Dovico shall maintain an up-to-date list of the names and locations of all Subprocessors used for Processing under the Agreement and this DPA at <https://www.dovico.com/gdpr/subprocessors/>. Dovico shall update the list on its website at least thirty (30) days prior to the date on which the Subprocessor shall commence Processing of Customer Data. Customer may sign up to receive email notifications of any such changes.
- 7.3 Objections to Subprocessors. Customer shall be entitled to object to any change notified by Dovico within thirty (30) days and for materially important reasons. Where Customer fails to object to such change within such period of time, Customer shall be deemed to have consented to such change. Where a materially important reason for such objection exists, and failing an amicable resolution of this matter by the parties, Customer shall be entitled to terminate the Agreement.
- 7.4 Obligations of Subprocessors. Where Dovico engages subcontractors, Dovico shall be responsible for ensuring that Dovico's obligations on data protection resulting from the Agreement and this DPA are valid and binding upon Subprocessors.

## **8. Rights of Data Subjects**

- 8.1 Dovico shall support Customer, under terms agreed by the parties, in fulfilling Data Subjects' requests and claims, as detailed in Chapter III of the GDPR.
- 8.2 Inquiries by Data Subjects. Where Dovico, receives a request from a Data Subject in respect of Personal Data, and Dovico is able to correlate the Data Subject to Customer based on information provided by the Data Subject, Dovico shall forward the Data Subject's request to Customer without delay. Dovico shall support Customer based upon Customer's instructions, under terms agreed by the parties.

## **9. Personal Data Breach**

- 9.1 Dovico shall notify Customer without undue delay upon Dovico becoming aware of a Personal Data Breach affecting Customer Data, and shall provide Customer with sufficient information to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 9.2 Dovico shall co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of such Personal Data Breach.

## **10. Data Protection Impact Assessment and Prior Consultation**

To the extent Dovico is required under EU Data Protection Law, Dovico shall provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

## **11. Deletion or return of Customer Data**

Within 30 days after termination or expiration of the Agreement, Dovico shall, at Customer's election, delete or return to Customer all Customer Data in its possession or control.

**12. Audit rights**

12.1 Dovico shall make available to Customer on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Data.

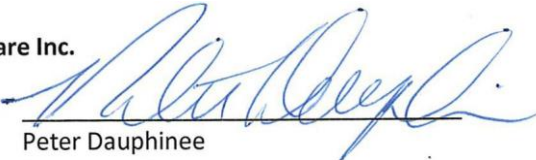
12.2 Customer undertaking an audit shall give Dovico reasonable notice of any audit or inspection to be conducted under section 12.1 and shall make reasonable endeavours to avoid causing any disruption to Dovico's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.

**13. Severance**

Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Agreement with effect from the last date of execution set out below.

**Dovico Software Inc.**

Signature   
Name Peter Dauphinee  
Title Corporate Secretary  
Date Signed May 17, 2018

**Company:** \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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