

Xoralia Data Processing Agreement

1. INTRODUCTION

This agreement (“**Data Processing Agreement**”) regulates Content Formula Limited (“**Data Processor**”) processing of personal data on behalf of the customer (“**Data Controller**”) and is attached as an addendum to the Xoralia Software as a Service Agreement (“**SAASA**”) in which the parties have agreed the terms for the Data Processor’s delivery of services to the Data Controller.

2. APPLICABLE LAW

The Data Processing Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (“**Applicable Law**”), including The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)

3. PROCESSING OF PERSONAL DATA

3.1. The purpose of the processing under the SAASA is the provision of the Xoralia software, service, documentation, marketing and information materials (“**Service**”) by the Data Processor as specified in the SAASA.

3.2. In delivery of the Service for the Data Controller the Data Processor will process certain categories and types of the Data Controller’s data which shall include Personal Data, as defined in clause 3.3 below.

3.3. Personal Data includes any information relating to an identified or identifiable natural person as defined in GDPR, article 4 (1) (1) (“**Personal Data**”). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in the Xoralia Software Purchase Agreement. The Data Processor only performs processing activities that are necessary and relevant to perform the Service. The parties shall update Xoralia Software Purchase Agreement whenever changes occur to the processing activities that necessitate an update.

3.4. The Data Processor shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

4. INSTRUCTION

4.1. The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (“**Instruction**”), unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processing Agreement is that the Data Processor may only process the Personal Data with the purpose of delivering the Service as described in the SAASA. Subject to the terms of this Data Processing Agreement and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this Data Processing Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

- 4.2. The Data Processor guarantees to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The Data Controller's instructions for the processing of Personal Data shall comply with Applicable Law. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.
- 4.3. The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.