

## **Special conditions - processing of (personal) data in connection with the provision of HW services**

According to the EU General Data Protection Regulation (2016/679), processing of personal data takes place on the basis of an agreement concluded between processors. These Special Conditions (as an agreement between the parties) clarify and stipulate the terms, procedures, liability, etc., for the processing of (personal) data between the user (hereinafter referred to as the "Customer") of Services of HW (hereinafter referred to as the "Services") and Excellent Business Solutions Eesti AS (hereinafter referred to as "Excellent").

No condition contained in these Special Conditions shall be construed as requiring Excellent, in addition to specifying the conditions for the processing of personal data, to add any further obligations and responsibilities with respect to other data processing or to give the Customer more rights than provided by the EU General Data Protection Regulation (2016/679).

These Special Conditions do not explain or govern the processing of the Customer's (personal) data by Excellent in connection with the management of the contractual relationship between the parties (incl. mutual settlement).

### **The role of Excellent in processing data in connection with the provision of the Services**

The purpose of the Services provided to the Customer is to make it technically feasible for the use of the data processing possibilities resulting from the use HansaWorld software program(s) Books, Standard ERP and other future software programs (hereinafter "Software Program") by the Customer. The primary purpose of data processing related to a Software Program is not the processing of personal data. Due to the functions of the Software Program and the specific activities of the Customers, it is also possible that personal data will be processed using the Software Program features as well. In particular, this may be related to the processing of the Customer's employee data relating to accounting or the processing of Customer's sole proprietor customers' data.

Excellent does not have direct control over the data processing process through the Software Program; it is not the author of the Software Program and does not manage or monitor or directly control the entry and processing of specific data by the Customer. If you have questions about the Software Program, contact HansaWorld Ireland Ltd. The role of Excellent in the provision of Services is primarily concerned with securing the operation of a general system that does not focus on data processing related to an individual person. Excellent cannot independently identify the data subject related to (personal) data.

The Software Program allows, based on the options made by the Customer, and with the help of standard functions, to process the data entered by the Customer in the database (hereinafter referred to as the "Customer's database"). The result of the processing of the data depends, in particular, on the data entered by the Customer and on the unique choices made by the Customer (the given orders). Data entry to the Customer's database is carried out at the Customer's discretion by the Customer himself or herself, and Excellent has no control over it and no material knowledge.

In essence, Excellent does not have perceived access to the Customer's Software Program user interface/account and the content provided therein, therefore, it cannot perceive the data entered by a particular Customer (including the relationship between individual data, personalization thereof, etc.), defined choices, and data processing results. Excellent also does not monitor the Customer's activities when using the Software Program on using data processing functions (including not checking the data entered in the database, the choices made and the results obtained, data sessions, etc.).

Insofar as the Customer's database is encrypted, Excellent does not have the ability to independently perceive and distinguish the data contained therein (including identifying and distinguishing possible personal data from other data).

The role of Excellent in relation to the processing of the Customer's data lies in the fact that Excellent manages the technical environment (the data space) to which the Software Program and the encrypted database used by the Customer are placed and where under the Customer's control and management data processing or performing of operations takes place in order for the Software Program to function technically and for the systematic backup to be made of the Customer's database (generally automatic). Such backup copies of the Customer's database are all encrypted in a manner that does not allow outside use and perceives the data contained therein as the Customer's User Interface/Account (and associated rights).

As a result, Excellent does not process personal data directly or individually but is involved only indirectly in the process of such processing, without direct systematic access to personal data.

Except as otherwise agreed by the parties, Excellent is not related to the processing of data entered by the Customer in the database in any other way than described in these Special Conditions.

Due to the specifics of Excellent's activities, it does not have the need for a Data Protection Officer.

### **The Customer is the controller of personal data.**

The Customer, on whose behalf the personal data is processed, is the controller of personal data. The Customer is obliged to take all measures to ensure that the conditions for the protection of personal data processed and compliance with the requirements of the EU General Data Protection Regulation (2016/679) and the provisions of other applicable legislation are ensured. The Customer is responsible for the consequences of failure to comply with such conditions for the protection of personal data.

In case the Customer determines a Data Protection Officer, he or she shall immediately forward the contact details of this person to Excellent.

### **The scope of assistance provided to the Customer in relation to personal data**

Due to the role of Excellent and its material lack of knowledge regarding the processing of personal data, it also lacks a reasonable opportunity to assist the Customer with the exercise of the rights of the data subject (including ensuring transparency, providing access to information and personal data, correcting and erasing personal data, limiting processing, transferring personal data, handling objections, etc.).

The Customer, for his or her part, will do everything to prevent the data subjects from seeking to exercise their rights to Excellence.

In case a person turns to Excellent, claiming to be a data subject whose personal data is processed by the Customer and wishing to exercise his or her data subject's rights, Excellent refers this person to the Customer either through the latter's data protection contacts communicated to Excellent or through the Customer's contact that was notified to Excellent on the conclusion of the Service contract(s). The Customer will forward to Excellent as soon as possible his/her data protection contact to the address: tagasiside@excellent.ee

## Data Depot

The data related to the Service (Customer Database) and the Software Program are physically located in the Republic of Estonia. Specifically, they are located on the Excellent's contractor's servers, hosted by AS Wavecom, registry code 10756058 (hereinafter referred to as "Data Depot"). An agreement has been concluded with AS Wavecom to ensure data protection, subject to at least conditions similar to those set out in these Special Conditions.

In order to ensure data protection in Data Depot:

- The exchange of data between the Customer and the Software Program and the database located in the Data Depot through an encrypted data exchange channel, and this data exchange is not monitored in terms of the content by Data Depot;
- Data Depot uses dual hardware systems to reduce the risk of data loss in the event of hardware malfunctions and uninterruptible power supplies (UPS) systems that reduce the risk of data loss and system failure in the event of power supply interruptions;
- The exact hardware architecture and operation of Data Depot is kept confidential to reduce the risk of external attacks;
- Up-to-date anti-virus and anti-external attack measures and tools are implemented in Data Depot;
- McAfee SIEM solutions are used for data protection, and the employees of Data Depot employees monitor and check continuously (24 hours) the operation of these protection measures and respond to suspicious behavior/attacks and failures;
- Automatically and continuously are installed software security repairs and antivirus updates according to their release;
- Encrypted backups of the Customer's database are made (usually automatically) to different locations located in the European Union;
- The Customer's databases and the backups made therefrom are encrypted, and the Data Depot has no right to decrypt them independently;
- Data Depot has no detailed knowledge of the functioning of the Software Program and data processing (including the structure and operation of the database);
- The Data Depot servers where the Customer's data is physically located are located in protected (locked and guarded) premises that are not known to the public and whose access is constantly monitored and controlled. Access to the corresponding rooms is limited to specific competent persons with the knowledge of Data Depot data protection knowledge, who periodically pass corresponding training;
- Data Depot does not transfer encrypted copies of the Customer's databases;

- Data Depot is subject to a confidentiality requirement that precludes disclosure of (personal) data.

Excellent is not involved in (person) data storing/processing other persons apart from Data Depot without the written permission of the Customer. However, if such involvement proves reasonably necessary for Excellent to handle and develop its business, but the Customer does not grant such permission, Excellent has the right to cancel the Services agreement between the Parties immediately. The inclusion of other persons will always be subject to an agreement containing the same data protection obligations as it applies to Excellent and which ensures the implementation of appropriately adequate technical and organizational measures.

## **Data exchange**

Data exchange related to the processing of data in the Customer's database is performed by the Customer (through the options and instructions given in the Software Program) and under its direct control. Excellent does not deal with the transfer of personal data to third parties, nor does it control the content of the Customer's data exchange.

## **Physical movement of the Customer's database and its backups**

The Customer's database and its back-ups move between the Data Depot and the Customer physically through an encrypted channel, with the data transfer session initiated as a rule on the Customer's initiative.

## **Accidental exposure of Excellent's employees to Customer data processing data**

Elimination of software technical failures and problems related to the operation of the Software Program and data processing (including the identification of their causes) is possible only if the corresponding Excellent employee (Hosting Administrator or Consultant) has access to the Customer' Software Program User Interface/Account. The right of such access is temporarily created by the Customer for the duration of the relevant operation.

In connection with the above tasks, the Hosting Administrator can have random access to some arbitrary individual information. The Hosting Administration has entered into an appropriate confidentiality agreement and received appropriate instructions according to which:

- the Hosting administrator must do everything reasonably possible to prevent the perception of Customer's data (including its viewing, memorizing, writing, saving) and processing outside the Customer's account/database;
- he or she has no right to use the Customer's data in any way besides when fulfilling a specific job.

The Customer in such a situation is obliged to:

- organize the granting of rights to the Hosting Administration only for the time and extent necessary to eliminate a specific malfunction/ problem;
- monitor directly and register (log) all data processing performed by the Hosting Administrator through the User Program Interface/ Account and maintain the corresponding log.

## **Registration of data processing operations (logging)**

Due to the fact that Excellent, as well as the Data Depot, do not independently and directly perform personal data processing, they are not able to maintain a corresponding register of personal data processing operations. The obligation of registration (logging) of personal data processing operations is carried out by the Customer, even if the Excellent employee (the Hosting Administration) has random access to personal data in connection with the provision of technical assistance.

Software Program logs that allow you to monitor the activities of different people do not record separate processing of personal data and its circumstances.

### **Deleting the Customer database and backup copies**

Excellent is related to the Customer's data processing (database and backup copies) as long as the Customer is provided with the Hosting Service. Upon expiration of the provision of Hosting Services to the Customer, the Customer's database and all its back-ups shall be deleted at the latest within one calendar month, unless the law requires them to be retained by Excellent.

During the provision of Hosting Services, automatic copies of the Customer's database are kept for one (1) calendar month, after which they are deleted.

### **Ensuring the security of data processing**

Excellent has taken and will continue to take economically viable measures in the future in order to ensure the security of (personal) data processing. To this end, the technical and organizational measures used by Excellent and Data Depot for the provision of the Services will be tested and evaluated, and according to the development of information technology, new and best practices will be applied to ensure the security of data processing.

### **Notification of breaches and measures to prevent breaches**

If Excellent becomes aware of a personal data related breach, in particular if the Data Depot has been the subject of a specific data leakage that has resulted in third parties having access to personalized non-encrypted personal data without the Customer's wish or order, Excellent will arrange for reasonable measures to be taken to prevent such data leakage and report such data leakage promptly to the Customer. As appropriate and at the request of the Customer, Excellent will describe, at a later stage, the data leakage in sufficient detail so that the Customer will be able to fulfill the information obligations arising from his obligation to protect personal data.

The parties cooperate in good faith so that the corresponding problems can be solved.

### **Personal data processing service**

In addition to the provisions of these Special Conditions (except for the management of the contractual relationship between the parties), Excellent and Data Depot process the personal data received from the Customer only in accordance with the instructions documented by the Customer and on the basis of a separate agreement.

In the event that the Customer wishes that Excellent performs the operations of the personal data controller (including assisting the Customer in fulfilling his or her obligations) in the sense of the General Data Protection Regulation (2016/679) and/or fulfills the related obligations

arising from it, the Customer may order the respective personal data processing service from Excellent (hereinafter referred to as "Personal Data Processing Service").

The Personal Data Processing Service is also to assist the Customer in meeting the obligations of processing security, the notification of the supervisory authority and the data subject, the data protection impact assessment, and the prior consultation with the supervisory authority.

Also, the Personal Data Processing Service is considered to be the collection of any additional information relating to personal data, preparation of documents and making them available to the Customer, as well as the preparation, provision, and contribution to related audit and control activities.

The Personal Data Processing Service is considered to be all activities requested or requested or demanded from Excellent in respect of the fulfillment of personal data protection requirements by the Customer (or referring to it), regardless of whether it is requested by the Customer himself, the data subject, the supervisory authority, court or other interested party. In the event that the Customer does not wish to use the Personal Data Processing Service, he must take all necessary measures (including appropriate notice and agreement) in order to exclude submission of the respective requests or claims to Excellent.

The prerequisite for providing a Personal Data Processing Service is that Excellent, in fact, has a knowledge, control and a real function for the substantive processing of specific personal data. To this end, the Customer must provide Excellent with continuously detailed input of processing of personal data (including description of the content and duration of the processing, the nature and purpose, the type of personal data, categories of data subjects, etc.) that would allow the Excellent to define and agree upon the operations and responsibilities in relation to processing personal data. The provision of the Personal Data Processing Service may also result in the need to transform the Services provided to the Customer technically. It also assumes that Excellent must have a consistent, substantive overview of Customer's data processing. The respective circumstances and conditions are agreed upon by the parties upon ordering the Personal Data Processing Service.

## **Compensation for costs and damages**

In the event that Excellent, in connection with the processing of personal data by the Customer, is compelled to participate in any proceedings (including the supervisory body, court, etc.), the Customer undertakes to fully and promptly compensate Excellent for all related procedural costs incurred by Excellent.

If the Customer violates his obligations in the protection of personal data (also in the performance of this Agreement) resulting in material obligations to be borne by Excellent (e.g., payment of a fine or indemnity, execution of precepts, etc.), the Customer undertakes to compensate Excellent therefore completely and immediately.

## **Confidentiality**

The (personal) data contained in the Customer's database is confidential.

The employees of both Excellent and Data Depot who come into contact with or have access to the Customer's database and backups have entered into respective confidentiality agreements

that exclude disclosure of information, with the exception of statutory obligations to disclose data.

## **Customer's confirmations**

By agreeing to these Special Conditions and/or using the Services, the Customer confirms that he/she is satisfied that the processes and measures related to the Excellent's Services are in accordance with the expectations of the Customer and enable to ensure the proper processing of personal data by the Customer, including the Customer accepts that:

- Service-related data processing is fully controlled by the Customer. This means that Excellent does not directly process personal data and does not qualify as an authorized processor of personal data in the classical sense;
- whereas, having regard to the nature of the participation in the processing of data, Excellent and Data Depot have implemented the appropriate technical and organizational measures to ensure that the processing of personal data complies with the requirements of the General Data Protection Regulation (2016/679) and related legislation and the protection of the rights of data subjects;
- The level of security offered by Excellent in providing the Services is in its opinion adequate;
- The information contained in the Special Conditions is sufficient to prove fulfillment of Excellent's obligations;
- it does not require Excellent to perform any additional activities related to the pseudonymisation and encryption of (personal) data without the obligation to indemnify for additional costs; the increase of continued confidentiality, integrity, availability and durability of systems and services; recovery of availability of (personal) data and improvement of access in case of a technical incident.

## **The confidentiality of the Special Conditions and the circumstances of the fulfillment of the obligations provided therein**

The Customer undertakes to refrain from notifying the persons with no need to know the location of the Special Conditions, as well as their distribution and making available thereof. The communication and data exchanged by the Parties in relation to compliance with the provisions of these Special Conditions are confidential.

## **Applicability in case of inconsistency**

These Special Conditions specify the terms and conditions for the provision of the Services in connection with the processing of personal data, without changing the principles set out in the General Conditions (License Agreement and Agreement for the Subscription to Services). In the event of inconsistency with other agreements/conditions in the same field, the provisions of these Special Conditions apply.

## **Entry into force of the Agreement and impact on the Service contract**

Due to the fact that Excellent cannot physically control whether the Customer processes personal data in the use of the Services, it is necessary, in order to avoid ambiguity and misunderstandings, to conclude an agreement of these Special Conditions with all users of the Services. This is a modification and specification of the terms and conditions of the Services

resulting from changes in the legal regulation. To confirm the acceptance of the terms and conditions set out in these Special Conditions, Excellent must be informed thereof (generally electronically). The partial or full payment of the invoice for the Services is also deemed to be the corresponding acceptance.

In the event that the Customer does not confirm the acceptance of these Special Conditions, the Customer shall immediately terminate the processing of the personal data related to use of the Software Program and Services and refraining from it in the future. Non-confirmation of acceptance may serve as a basis for the termination of the provision of the Services to the Customer and the cancellation of such agreements by Excellent, in particular, if Excellent has doubts that the Customer is processing personal information in violation of the Special Conditions.

In case of any discrepancies between different language versions of these special conditions, the Estonian version of the conditions shall take precedence.

