

(version 1.0.1, March 2018)

("DPA")

the **Customer**

and

Blacknight

(together with the Customer, the "**Parties**")

1 Scope of the DPA (Data Processing Agreement)

1.1 This DPA forms part of the Agreement currently in place between the Customer and Blacknight and reflects the Parties' agreement with regard to the processing of personal data.

1.2 Blacknight may act as a data processor and/or a Data Controller for the Customer (subject to the services being provided), where Blacknight processes personal data for the Customer and may control access to portions of the Customer data stored on Blacknight platforms.

1.3 The personal data to be processed by Blacknight concerns the categories of data, the categories of data subjects and the purposes of the processing set out in Annex A.

1.4 Customer data stored on Blacknight platform(s) is controlled by the customer and Blacknight may act as a Joint Controller in that the information is stored, made available, may be backed up, deleted, or otherwise managed, solely as instructed by the Customer.

1.5 "Personal data" means any information relating to an identified or identifiable natural person, see article 4(1) of Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation "GDPR").

2 Processing of Personal Data

2.1 **Instructions:** Blacknight is instructed to process the personal data only for the purposes of providing the Services as set out in Annex A. Blacknight may not process or use the Customer's personal data for any other purpose than provided in the instructions, including the transfer of personal data to any third country or an international organisation, unless Blacknight is required to do so according to EU or member state law. In that case, Blacknight shall inform the Customer in writing of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.2 If the Customer in the instructions in Annex A or otherwise has given permission to a transfer of personal data to a third country or to international organisations, Blacknight must ensure that there is a legal basis for the transfer, e.g. the EU Commission's Standard Contractual Clauses for the transfer of personal data to third countries.

2.3 If Blacknight is of the opinion that an instruction from the Customer is in violation of the GDPR, or other EU or member state data protection provisions, Blacknight shall immediately inform the Customer in writing about this and will not be obliged to transfer the Personal Data.

3 Blacknight's general obligations

3.1 Blacknight will use reasonable endeavors to ensure that persons authorised to process the personal data will act with confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2 Blacknight shall implement reasonable technical and organisational measures to prevent that the personal data processed is

- (i) accidentally or unlawfully destroyed, lost or altered,
- (ii) disclosed or made available without authorisation, or
- (iii) otherwise processed in violation of applicable laws relevant, including the GDPR, for the Services.

3.3 The appropriate technical and organisational security measures must be determined with due regard for

- (i) the current state of the art,
- (ii) the reasonable cost of their implementation, and

(iii) 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.

3.4 Blacknight shall upon reasonable request (to a maximum of once per annum) provide the Customer with sufficient information to enable the Customer to ensure that Blacknight complies with its obligations under the DPA, including ensuring that the appropriate technical and organisational security measures have been implemented.

3.5 The Customer is entitled at its own cost to appoint an independent expert who shall have reasonable access to Blacknight's premises during working hours and receive the necessary information in order to be able to audit whether Blacknight complies with its obligations under the DPA, including ensuring that the appropriate technical and organisational security measures have been implemented in relation to the Customer's Data only. The Customer shall provide Blacknight with 14 days prior written notice and the Customer is obligated to ensure that the expert signs a customary non-disclosure agreement, and treat all information obtained or received from Blacknight confidentially, and may only share the information with the Customer. Any findings or reports created on the basis of such an inspection must be shared with Blacknight and shall be regarded as confidential information. The Customer will be liable for any confidential information released to the public.

3.6 Blacknight must provide information related to the provision of the Services to the customer only to authorities or the Customer's external advisors, including auditors, if this is necessary for the performance of their duties in accordance with EU or member state law.

3.7 Blacknight must give authorities who by EU or member state law have a right to enter the Customer's or the Customer's supplier's facilities, or representatives of the authorities, access to Blacknight physical facilities against proper proof of identity.

3.8 Blacknight must without undue delay after becoming aware of the facts in writing notify the Customer about:

(i) any request for disclosure of personal data processed under the DPA by authorities, unless expressly prohibited under EU or member state law,

(ii) any suspicion or finding of (a) breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by Blacknight in connection with the Services, or (b) other failure to comply with Blacknight's obligations under clause 3.2 and 3.3, or

(iii) any request for access to the personal data received directly from the data subjects or from third parties relating to the processing of personal data on behalf of the Customer.

3.9 Blacknight must promptly assist the Customer with the handling of any requests from data subjects under Chapter III of the GDPR, including requests for access, rectification, blocking or deletion, which relates to the processing of personal data in connection with the Services.

3.10 Blacknight must assist the Customer, at the customer's cost with meeting the other obligations that may be incumbent on the Customer according to EU or member state law related to data processing where the assistance of Blacknight is implied, and where the assistance of Blacknight is necessary for the Customer to comply with its obligations. This includes, but is not limited to, at request to provide the Customer with all necessary information about an incident under Clause 3.9 (ii), and all necessary information for an impact assessment in accordance with article 35 and 36 of the GDPR.

3.11 In Annex A, Blacknight has stated the servers, offices etc. used to provide the Services. The Customer may at any time request reasonable information about the servers, offices used by Blacknight in connection with the Services and Blacknight shall respond within 30 days with such information as Blacknight see as reasonably required.

4 Sub-processors

4.1 Blacknight may engage sub-processors. At the time of this DPA, Blacknight uses the sub-processors listed [here](#) to provide the Services. Blacknight undertakes to inform the Customer of any intended

changes concerning the addition or replacement of a sub-processor by providing prior written notice via the Customer's business account. If the Customer can document objective and valid and reasonable reasons not to accept suggested new sub-processors, the Customer may object to the use of these suggested new sub-processors. If Blacknight chooses not to suggest alternative sub-processors, or if the Customer has valid and objective reasons to object to all suggested alternatives, either party is entitled to terminate the contract with Blacknight within 30 days after receiving notice hereof. Blacknight must inform the Customer in writing of the discontinued use of a sub-processor.

4.2 Prior to the engagement of a sub-processor, Blacknight shall conclude a written agreement with the sub-processor, in which at least the same data protection obligations as set out in the DPA shall be imposed on the sub-processor, including an obligation to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR.

5 Amendments

5.1 Blacknight may at any time amend this DPA, and such changes or modifications shall be effective immediately upon posting

6 Term and consequences of the termination of the DPA

6.1 The DPA enters into force on 25 May 2018. The term of this DPA shall correspond to the term of the Agreement. Please see : www.blacknight.com/legal/gdpr

6.2 On the Customer's request Blacknight shall immediately transfer or delete (including anonymisation) personal data, which Blacknight is processing for the Customer, unless EU or member state law requires storage of the personal data, or unless the performance of the request is deemed to be excessive or unnecessary and will not significantly impact the privacy or rights of the data subject.

7 Priority

7.1 If any of the provisions of the DPA conflict with the provisions of the Agreement, then the provisions of the DPA shall prevail. However, the requirements in clause 3 do not apply to the extent that the Parties in another agreement have set out stricter obligations for Blacknight. Furthermore, the DPA shall not apply if and to the extent of the EU Commission's Standard Contractual Clauses for the transfer of personal data to third countries are concluded and such clauses set out stricter obligations for Blacknight and/or for sub-processors.

7.2 This DPA does not determine the Customer's remuneration of Blacknight for Services according to the Agreement.

8 Blacknight's Data Protection Office

8.1 The Customer can get in contact with Blacknight's data protection office by sending an email to: gdpr@Blacknight.com

ANNEX A

This Annex constitutes the Customer's instruction to Blacknight in connection with Blacknight's data processing for the Customer, and is an integrated part of the Agreement.

1.1 The processing of personal data

a) Purpose and nature of the processing operations

- Providing the Customer with the platform option subscribed to, including but not limited to

- Domain registration
- shared hosting
- email (hosted email, Office 365 , Hosted Exchange)
- SSL certs
- cloud services
- dedicated servers
- ip-transit

- broadband services
- co-location services
- backup services (Dropmysite, Acronis, r1soft)
- Sitebuilder services (Basekit)
- SEO / analytics services (Ranking Coach)

and the processing of registration for services, billing for said services, maintenance and outage notifications, occasional marketing and promotional services related to the services Blacknight offers.

b) Categories of data subjects

The Customer

c) Categories of personal data

- Name
- Email address
- Reference number, such as an Account ID or similar.
- Telephone number and or mobile phone number
- Login ID and Password
- Payment details (bank, credit card, paypal etc.)
- Address and postcode
- Proof of identity (such as passport /driving licence/ headed company paper)

d) Special categories of data

- None

e) Location(s), including name of country/countries processing

- Ireland