**REDBREAST LITIGATION ANALYSIS DATA PROCESSING AGREEMENT**

This Data Processing Agreement (the "**DPA**") forms part of the Redbreast Litigation Analysis Master Services Agreement (the "**MSA**") between the Customer and Redbreast Associates N.V., Anna van Buerenplein 41, 2595DA The Hague, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under file number: 63961024 (the "**Processor**"). Unless otherwise defined herein, capitalized terms and expressions used in this DPA shall have meaning as defined in the MSA. The MSA can be found and downloaded at: https://letsnotlitigate.com/terms/.

1. **Definitions and Interpretation**

"**DPA**" means this Data Processing Agreement and any Schedules.

"**Customer Personal Data**" means any Personal Data Processed by Processor on behalf of Customer pursuant to or in connection with the MSA.

"**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

"**EEA**" means the European Economic Area.

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means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.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

"**Subprocessor**" means any person appointed by or on behalf of the Processor to process Personal Data on behalf of the Customer in connection with the DPA.

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

2. **Processing of Customer Personal Data**

2.1.   The Processor will process Customer Personal Data submitted, stored, sent or received by the Customer, its Affiliates or Users for the purposes of providing the Services, communication of product information and news letters, and related technical support to the Customer, its Affiliates and/or Users, as the case may be, in accordance with this DPA.

**3.   Categories of Data and Purpose of its Processing**

3.1.   Personal data submitted, stored, sent or received by the Customer or Users via the Services may include the following categories of data:

a.   Name and User name – necessary for identification of the Data Subject and verify its subscription. The name of the Data Subject may further be used and stored in a data base for the purpose of notifications and/or product updates and/or news letters directed at that Data Subject, technical support and the exchange of litigation analyses and information with colleagues and/or other parties through the Services.

b.   Email address – necessary for authenticating a User when accessing the Services. The email address of the Data Subject may further be used and stored in a data base for the purpose of notifications and/or product updates and/or news letters directed at that Data Subject, technical support and - at the discretion of the Customer or respective User - exchange of litigation analyses and other information between the Customer or User and colleagues and/or other parties through the Services.

c.   Address and payment details, including bank account number and VAT number - necessary for billing purposes.

d.   Phone number - necessary for providing technical support and communicating conditions in respect of the Services.

e.   Job position or professional qualification – necessary for providing of the Services according to the specific job description or professional qualification as well as for providing of proper technical support in accordance with the User's qualifications.

f.   Other Personal Data, as may be provided by the Customers and Users when using the Services at their sole discretion.

3.2.   The Processor shall not use any other personal data, entered by Customer or User, except for categories of data, described in Section 3.1 above.

3.3.   It is not the Processor's obligation to monitor personal data, entered or uploaded by the Customer or User, to categorize or process it in any other way.

**4.   Processor Personnel**

The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the MSA, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

**5.      Security**

5.1.    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, the Processor shall in relation to the Customer Personal 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.

5.2.    In assessing the appropriate level of security, the Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

**6.      Subprocessing**

6.1.    The Customer authorizes the engagement by the Processor of any other third parties as Subprocessors.

6.2.    Information about the Processor's Subprocessors is available in Appendix 1 below and may be updated by the Processor from time to time. When any new Subprocessor is engaged during the applicable Term, the Processor will spend reasonable efforts to inform the Customer of the engagement either by sending a newsletter or an email to the Customer.

6.3.    When engaging any Subprocessor, the Processor will ensure via a written contract or another suitable electronic form that: (i) the Subprocessor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it; and (ii) the data protection obligations set out in the GDPR, as required by the GDPR, are imposed on the Subprocessor.

6.4.    In the event the Customer objects to any new Subprocessor, the Customer may terminate the applicable MSA within 30 days of being informed of the engagement of the Subprocessor. This termination right is the Customer's sole and exclusive remedy if the Customer objects to any new Subprocessor.

**7.      Cookies**

**LET'S NOT LITIGATE DATA PROCESSING AGREEMENT**

7.1.    Our website uses Google Analytics, a web-based analytics tool that tracks and reports on the manner in which the website is used to help us to improve it. Google Analytics does this by placing small text files called 'cookies' on your device. The information that the cookies collect, such as the number of visitors to the site, the pages visited and the length of time spent on the site, is aggregated and anonymous.

7.2.    You may refuse the use of cookies or withdraw your consent at any time by selecting the appropriate settings on your browser but please note that this may affect your use and experience of our website. By continuing to use our website without changing your privacy settings, you are agreeing to our use of cookies. To find out more about cookies, including how to manage and delete them, visit www.allaboutcookies.org.

**8.    Data Subject Rights**

8.1.    Taking into account the nature of the Processing, the Processor shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

8.2.    the Processor shall:

8.2.1    promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

8.2.2    ensure that it does not respond to that request except on the documented instructions of the Customer or as required by Applicable Laws to which the Processor is subject, in which case the Processor shall, to the extent permitted by Applicable Laws, inform the Customer of that legal requirement before the Processor responds to the request.

**9.    Personal Data Breach**

9.1.    The Processor shall notify Customer without undue delay upon the Processor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

9.2.    The Processor shall co-operate with the Customer and take reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

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

The Processor shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

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

Upon the termination of the MSA, the Processor shall at first request of the Customer promptly delete and procure the deletion of all copies of those Customer Personal Data.

**12.     Audit rights**

12.1.   Subject to this section 10, the Processor shall make available to the Customer on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by the Contracted Processors.

12.2.   Information and audit rights of the Customer only arise under section 10.1 to the extent that the MSA does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

**13.    Data Transfer**

13.1.   The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Customer. If personal data processed under this DPA is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

**14.    Customer's compliance with the GDPR**

14.1.   The Customer guarantees that the Personal Data that are provided to the Processor  by the Customer or through any User account of the Customer, have been obtained and are being submitted to the Processor in full compliance with the GDPR. The Customer indemnifies the Processor for all damages and costs, including reasonable lawyers' fees, related to claims made against the Processor by persons whose personal data have been submitted by the Customer, or through an User account of the Customer, in breach with any of the provisions of the GDPR.

**15.    Liability**

The exclusions and limitations of liability of the Processor contained in the MSA apply mutatis mutandis to this DPA.

**16.    General**

16.1.   Confidentiality. Each Party must keep this DPA and information it receives about the other Party and its business in connection with this DPA ("**Confidential Information**") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:
a.      disclosure is required by law;
b.      the relevant information is already in the public domain.

16.2. Notices. All notices and communications given under this DPA must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this DPA at such other address as notified from time to time by the Parties changing address.

**17.    Governing Law and Jurisdiction**

17.1. This DPA is governed by the laws of the Netherlands.

17.2. Any dispute arising in connection with this DPA, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the court of Amsterdam, the Netherlands.

APPENDIX 1 - SUBPROCESSORS

- TransIP B.V., gevestigd aan Vondellaan 47, 2332 AA Leiden, registered with the Dutch Chamber of Commerce under filenumber 24345899 (https://www.transip.nl/). TransIP B.V. may subprocess Customer Personal Data for one or more of the following purposes: website hosting, cloud storage (VPS) and security. The Subprocessor Agreement (in Dutch) can be downloaded here.