



SimpleKPI: GDPR Data Processing Agreement

This Data Processing Agreement (DPA) forms part of the SimpleKPI Terms of Use as updated or amended from time to time (the Agreement), between the 'Customer' and SimpleKPI.

The terms of this DPA will prevail over any conflicting terms in the Agreement. All capitalized terms that are not expressly defined in the DPA will have the meanings given to them in the Agreement

This Agreement has been pre-signed by SimpleKPI.

You can invoke this agreement by:

(a) Completing the information in the signature box and counter-signing at the bottom of this document; and

(b) Submitting the completed agreement to SimpleKPI at support@simplekpi.com.

Upon receipt of signed Agreement in accordance with the instructions above, this Agreement will become legally binding.

Applying this Agreement

If the authorized individual signing this Agreement is a SimpleKPI Customer at the date of counter-signature, this will form part of the Agreement and Terms of Service.

If the authorized individual signing this Agreement is not an eligible SimpleKPI Customer at the date of counter-signature, this Agreement will not be valid or legally binding.

Data Protection

Definitions: In this agreement the following terms shall have the following meanings:

(a) "processor", "personal data", "processing", "controller", "data subject" and "special categories of personal data" shall have the meanings given in the EU General Data Protection Regulation;

(b) "EU GDPR" shall mean the EU General Data Protection Regulation (Regulation 2016/679)

(b) "SimpleKPI" means the SimpleKPI entity that is a party to this Agreement, as specified in

1.1 **Relationship of the parties:** Customer (the controller) appoints SimpleKPI as a processor to process the personal data described in the Agreement (the "Data") for the purposes described, and the terms set out, in the Agreement, including, for the avoidance of doubt, to provide you with, and update and improve, our services (or as otherwise agreed in writing by the parties) (the "Permitted Purpose"). Each party shall comply with the obligations that apply to it under EU GDPR.

- 1.2 **International transfers:** SimpleKPI shall not transfer the Data outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with EU GDPR. This may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, or to a recipient that provides standard contractual clauses adopted or approved by the European Commission.

- 1.3 **Processing Confidentiality:** SimpleKPI shall ensure that any person it authorises to process the Data (an "Authorised Person") shall protect the Data in accordance with SimpleKPI's obligations under this agreement.

- 1.4 **Security:** SimpleKPI shall implement structural and technical measures to protect the Data from accidental or unlawful destruction, and loss, alteration, unauthorised disclosure, or access to the Data (a "Security Breach").

- 1.5 **Cooperation and support:** SimpleKPI shall provide reasonable and timely assistance to any request from a data subject to exercise any of its rights under EU GDPR and any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data.

- 1.6 **Security Breaches:** If SimpleKPI becomes aware of a Security Breach, SimpleKPI shall inform a Customer without undue delay and provide reasonable information so that a Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) EU GDPR.

SimpleKPI shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Breach and keep Customer informed of all material developments in connection with the Security Breach.

- 1.7 **Deletion or Data return:** Upon termination of agreements or cancelations of accounts, SimpleKPI will delete the Data in its possession automatically within 30days. Data will be returned to the customer if explicitly requested within this timeframe in a reasonable form and manner decided by SimpleKPI.

SimpleKPI



Signature:
 Name: Paulo De Sousa
 Position: Operations Director
 Date: 1st May 2018

Customer: _____

Signature: _____
 Name: _____
 Position: _____
 Date: _____