

DATA PROTECTION AGREEMENT

This **Data Processing Agreement** ("DPA") forms part of the agreement between "**Bizagi**" and "**Customer**" for the purchase of services from Bizagi (the "Agreement"). This DPA applies to all activities performed in connection with the Agreement in which Bizagi or its Sub-Processors may come into contact with Customer's Personal Data. This DPA is effective as of the date of the last party to sign this DPA (the "Effective Date").

In the course of providing Bizagi Cloud Services Professional Services, Maintenance, Technical Support and Premium Support to Customer pursuant to the Agreement, Bizagi may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

1. Scope:

- 1.1.** This DPA applies to the Processing of Personal Data provided to Bizagi by Customer as part of the provision of Bizagi Cloud services, Professional Services, Maintenance, Technical Support and Premium Support.

2. Definitions and Interpretation:

- 2.1.** Capitalized terms used but not defined in this DPA will have the meaning assigned to them in the Agreement:

2.1.1. Affiliate: means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2.1.2. Bizagi: means Bizagi Limited .

2.1.3. Data Protection Laws: means any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) the UK GDPR and the UK Data Protection Act 2018; (b) any laws or regulations ratifying, implementing, adopting, supplementing or replacing UK GDPR; and (c) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

2.1.4. UK Data Protection Law: means all laws relating to data protection, the Processing of Personal Data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the UK Data Protection Act 2018

2.1.5. Data Controller: means the natural person, legal person or other organisation who, alone or jointly with others, determines the purposes and means of the Processing of Personal Data

2.1.6. Data Processor: means the natural person, legal person or other organisation who carries out Processing of Personal Data on behalf of a Data Controller.

2.1.7. .

2.1.8. Data Subject: means an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity.

2.1.9. DP Regulator: means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

2.1.10. Data Subject Request: means a request from a Data Subject to exercise its rights under the Data Protection Laws in respect of that Data Subject's Personal Data.

2.1.11. Permitted Region: means the UK and adequacy regulations, including but not limited to the European Economic Area.

2.1.12. Restricted UK to Non-UK Transfer means a UK to Non-UK Transfer to a country which does not provide an adequate level of data protection within the meaning of UK Data Protection Law

2.1.13. Personal Data: means any information relating to a Data Subject that Customer or its authorized users provide to Bizagi as part of the Services. It also includes personal data supplied to or accessed by Bizagi or its Sub processors in order to provide support under the Agreement.

- 2.1.14. Personal Data Breach:** means a breach of security of the Services leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data
- 2.1.15. Process or Processing:** means any operation or set of operations which is performed by Bizagi as part of the scope of this Agreement upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 2.1.16. Processor:** means Bizagi or the Bizagi Affiliate listed in the Agreement.
- 2.1.17. Services:** means the Cloud Services, Maintenance and Support Services, and Professional Services provided by Bizagi to Customer pursuant to the Agreement.
- 2.1.18. Standard Contractual Clauses:** means the model clauses approved pursuant to the European Commission's decision 2021/914/EU of 4 June 2021 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.
- 2.1.19. Sub-Processor:** means a third-party appointed by Bizagi to process Customer's Personal Data in accordance with this DPA.
- 2.1.20. "UK Data Transfer Mechanism"** shall mean the International Data Transfer Addendum to the SCCs as of 21 March 22 as issued under Section 119A(1) of the UK Data Protection Act 2018 (as may be amended, updated or superseded from time to time by the UK Government or the Information Commissioner's Office).

3. Compliance with Data Protection Laws:

- 3.1.** The Customer is Data Controller and Bizagi is Data Processor for Customer's Personal Data.
- 3.2.** Each party shall comply with its obligations under Data Protection Laws as they apply to their respective roles as Data Controller or Data Processor.
- 3.3.** Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws and shall make such information available to any DP Regulator on request.

4. Processing and security:

- 4.1.** In performing its obligations under this Agreement, Bizagi shall only process the types of Personal Data, and only in respect of the categories of Data Subjects, and only for the nature and purposes of processing and duration, as is set out in the Schedule 1 to this DPA.
- 4.2.** In processing Customer's Personal Data, Bizagi shall:
- 4.2.1.** process Customer Personal Data only in accordance with written instructions provided from Customer from time to time (including those set out in this Agreement) unless it is otherwise required by applicable law;
 - 4.2.2.** not process the Customer's Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the Customer;
 - 4.2.3.** promptly notify the Customer if it receives a Data Subject Request in respect of Customer's Personal Data;
 - 4.2.4.** provide the Customer with its reasonable co-operation and assistance in relation to any Data Subject Request in respect of Customer's Personal Data;
 - 4.2.5.** utilise appropriate technical and organisational measures to facilitate responding to requests from Data Subjects;
 - 4.2.6.** not disclose any of Customer's Personal Data to any Data Subject or to a third party (including any subcontractor or Affiliate) other than at the written request of the Customer or as expressly provided for in this Agreement;
 - 4.2.7.** protect the Customer Personal Data by ensuring that it has in place appropriate technical and organisational measures, including measures to protect the Customer Personal Data against the risks of a Security Breach, taking into considering:
 - 4.2.7.1.** the state of the art;
 - 4.2.7.2.** the nature, scope, context and purposes of the processing; and
 - 4.2.7.3.** the risk and severity of potential harm,
- 4.3.** Ensure that only persons authorised by Bizagi process Customer's Personal Data and that such persons are (i) subject to binding obligations to maintain the confidentiality of the Customer Personal Data; and (ii) trained on both (1) the requirements of the Data Protection Laws, and (2) their obligations in respect of Customer's Personal Data under this Agreement.

- 4.4.** Bizagi shall, without undue delay after discovering any Security Breach or any failure or defect in security which leads, or might reasonably be expected to lead, to a Security Breach (together a "Security Issue") notify the Customer of the same.
- 4.5.** Where a Security Issue arises, Bizagi shall:
 - 4.5.1.** as soon as reasonably practicable after providing the initial notice, provide the Customer with full details of the Security Issue, the actual or expected consequences of it, and (where appropriate) the measures taken or proposed to be taken to address or mitigate it;
 - 4.5.2.** co-operate with the Customer, and provide the Customer with all reasonable assistance in relation to the Security Issue; and
 - 4.5.3.** unless required by applicable law, not make any notifications to a DP Regulator or any Data Subjects about the Security Issue without the Customer's prior written consent (not to be unreasonably withheld or delayed).
- 5. Return or destruction of Personal Data:**
 - 5.1.** Subject to paragraph 5.2 and subject to any specific timeframes set forth in the Agreement, Bizagi shall either return or irretrievably delete all Customer Personal Data in its control or possession on expiry or termination of the Agreement.
 - 5.2.** To the extent that Bizagi is required by applicable law to retain all or part of the Customer's Personal Data (the "Retained Data"), Bizagi shall:
 - 5.2.1.** cease all processing of the Retained Data other than as required by the applicable law;
 - 5.2.2.** keep confidential all such Retained Data in accordance with the terms set forth in the confidentiality clause in the Agreement; and
 - 5.2.3.** continue to comply with the provisions of this DPA in respect of such Retained Data.
- 6. Audit:**
 - 6.1.** If Customer or its third-party independent auditors request to audit and verify that Bizagi and its Sub-Processors are complying fully with their obligations under this Agreement and under the Data Protection Laws in relation to Customer's Personal Data, Bizagi may comply with those requests by providing any documentation that is reasonably necessary in order for Customer or its third-party independent auditors to verify such compliance.
 - 6.2.** If Customer requires additional information, Customer or its third-party independent auditor may perform an additional audit of Bizagi's premises, records, and personnel that are relevant to any processing of Customer's Personal Data. All such audits shall
 - 6.2.1.** Take place no more than once annually;
 - 6.2.2.** Be notified to Bizagi at least 14 business days in advance of the audit, with the notification including a detailed audit plan; and
 - 6.2.3.** be at the sole expense of the Customer.
- 7. Co-operation and assistance:**
 - 7.1.** Bizagi shall co-operate with the Customer, and provide such information and assistance as the Customer may reasonably require, to enable the Customer to:
 - 7.1.1.** comply with the Customer's obligations under the Data Protection Laws (including Articles 32-36 of GDPR) in respect of Customers Personal Data; and
 - 7.1.2.** deal with and respond to all investigations and requests for information relating to the Customer's Personal Data from any DP Regulator.
 - 7.2.** If the Supplier receives any complaint, notice or communication from a DP Regulator or other third party (excluding a Data Subject Request) which relates directly to Customer Personal Data, they shall notify the Customer as soon as reasonably practicable.
- 8. Sub-Processors:**
 - 8.1.** Some or all of Bizagi's obligations under the Agreement may be performed by Sub-processors listed in Schedule 2.
 - 8.2.** Customer authorizes Bizagi to subcontract the processing of Customer's Personal Data to Sub-Processors. Bizagi is responsible for any breaches of the Agreement caused by its Sub-Processors.
 - 8.3.** Bizagi will notify Customer in advance (by email) of any changes to the list of Sub-Processors in place on the effective date and the Customer shall have ten (10) days to notify Bizagi of any objection to the appointment or removal of Sub-Processor(s).
 - 8.4.** If Bizagi appoints a Sub-Processor, Bizagi shall ensure that:
 - 8.4.1.** such Sub-Processor shall only process Customer's Personal Data in order to perform one or more of Bizagi's obligations under this Agreement; and

- 8.4.2.** it enters into a written agreement with that Sub-Processor, prior to any processing by the Sub-Processor, requiring the Sub-Processor to:
- 8.4.2.1.** process Customer's Personal Data only in accordance with the written instructions of Bizagi or the Customer; and
 - 8.4.2.2.** comply with data protection obligations equivalent in all material respects to those imposed on Bizagi under this DPA.
- 8.5.** Notwithstanding the appointment of a Sub-Processor, Bizagi is responsible and liable to the Customer for any processing by the Sub-Processor in breach of this DPA.
- 9. Transfer of Personal Data:**
- 9.1.** Bizagi and its Sub-processors may process Customer's Personal Data, or otherwise transfer or access Customer's Personal Data, outside of the Permitted Region where such transfer is in compliance with the Data Protection Laws.
- 9.2.** Restricted UK to Non-UK Transfers of Personal Data originating from the UK to Sub-Processors located in countries outside the UK, EEA or other permitted region that have not received a UK adequacy regulations, including the EEA and all countries, territories and international organisations covered by European Commission adequacy decisions, are subject to (i) the terms of the Standard Contractual Clauses; or (ii) other appropriate transfer mechanisms that provide an adequate level of protection in compliance with the UK Data Protection Law.
- For these transfers, the International Data Transfer Addendum to the SCCs as of 21 March 22 as issued under Section 119A(1) of the UK Data Protection Act 2018 (as may be amended, updated or superseded from time to time by the UK Government or the Information Commissioner's Office), is included as reference in Schedule 4 of the DPA.
- 10. Application of the Standard Contractual Clauses Document:**
- 10.1.** If processing of Personal Data involves a transfer outside the UK, or other permitted region, the Standard Contractual Clauses apply as stated in this section and section 10 and are incorporated by reference.
- 10.2.** The Standard Contractual Clauses apply where there is an international transfer to a country that does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data as determined by the UK adequacy regulations.
- 10.3.** For Sub-Processors that process Customer's Personal Data outside of the Permitted Region, Bizagi has entered into the unchanged version of the Standard Contractual Clauses prior to the Sub-Processor's processing of Personal Data.
- 10.4.** Nothing in this DPA will be construed to prevail over any conflicting clause of the Standard Contractual Clauses.

IN WITNESS THEREOF, Customer and Bizagi have caused this DPA to be executed by their duly authorized representatives, effective as of the Effective Date.

<Customer>

By:

Print Name:

Title:

Bizagi Limited

By:

Print Name:
Gustavo Gomez

Title:
CEO

SCHEDULE 1

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

The Personal Data processing activities carried out by Bizagi under this Agreement may be described as follows:

1. SUBJECT MATTER OF PROCESSING

Processing by Bizagi of Personal Data provided by Customer during its use of the Services under the Agreement.

2. NATURE AND PURPOSE OF PROCESSING

To fulfil Bizagi's obligations under the Agreement, including making the Services available.

3. CATEGORIES OF PERSONAL DATA

Email, First and Last Name, ID Numbers

4. CATEGORIES OF DATA SUBJECTS

Employees of Customer and its Authorized Users, Customers clients and prospective clients

5. DURATION

The Term of this Agreement

SCHEDULE 2 TO DATA PROCESSING AGREEMENT

SUB-PROCESSORS LIST

Sub-Processor Name	Description	Location of Processing
Bizagi Latam S.A.S.	Provides maintenance, support, and cloud administration services.	Colombia
Microsoft Ireland Operations Limited	Provides hosting services	location of the datacentre chosen by Customer for processing of its Personal Data.

SCHEDULE 3

BIZAGI TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES (TOMS)

Bizagi technical and organizational measures are included in this Data Processing Agreement by reference.

The complete description of the Bizagi Technical and Organizational Security Measures is listed in Page 2 of the Master Cloud Services Agreement, as mentioned **in Clause 4.5.4** of this Data Processing Agreement.

SCHEDULE 4 STANDARD CONTRACTUAL CLAUSES

Pursuant to GDPR Article 46, the SCCs are incorporated into the DPA by reference at clause 2.2.18 and by reference to the information required to complete the SCCs, the parties agree the following:

1. The names and addresses of the parties as defined in the Agreement shall be incorporated into these SCCs, it being understood that the Customer shall be the "data exporter" and Controller and Bizagi shall be the "data importer" and Processor.
3. In Clause 9 of the SCCs, option 2 (*general written authorisation*) shall be considered chosen by and applicable to the parties and ten (15) calendar days shall be the specified time period for changes to the list of subprocessors;
- In Clause 11 of the SCCs, the optional provision shall not be considered chosen by and applicable to the parties;
4. In Clause 17 of the SCCs, option 2 shall be considered chosen by and applicable to the parties and the governing law shall be the law of the UK;
5. In Clause 18 of the SCCs, the choice of forum and jurisdiction shall be the law of the UK;
6. Your and our signature to the Agreement shall be considered as signature to the SCCs; and;
7. The information specific to the competent supervisory authority and which is required to complete Annex I.C. to the SCCs is as follows: *For data transfers subject to UK GDPR, the UK Information Commissioner's Office ("ICO") shall act as the competent supervisory authority.*
8. The information specific to the competent supervisory authority and which is required to complete Annex I.C. to the SCCs is as follows: *For data transfers subject to UK GDPR, the UK Information Commissioner's Office ("ICO") shall act as the competent supervisory authority.*
9. Annex II to the to the SCCs being the description of the technical and organizational security measures implemented by the data importer is as follows: *The security measures available at the Information Security Requirements set out in the DPA.*
10. *Annex III to the SCCs being the list of subprocessors is as follows: The subprocessors listed in Exhibit B of the DPA shall hereby be incorporated into this Annex III.*

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter:

Customer is the data exporter.

Data importer:

The data importer is Bizagi Latam S.A.S. is an Affiliate of Bizagi Group Limited, which may perform certain aspects of the Bizagi Cloud Services, such as service administration and technical support. To this extent, Bizagi Latam S.A.S. may process personal data upon the instruction of the data exporter in accordance with the terms of the Bizagi Cloud Agreement – Modeler Services.

Data subjects:

The personal data transferred may concern the categories of Data Subjects set out in section "Categories of Data Subjects" in Schedule 1 of the DPA.

Categories of data:

The personal data transferred may concern the categories of Data set out in section "Categories of Personal Data" in Schedule 1 of the DPA.

Processing operations:

The personal data transferred may be subject to the basic processing activities set out in "Subject Matter of Processing" in Schedule 1 of the DPA. APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. **Personnel.** Data importer's personnel will not process Customer Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.
2. **Data Privacy Contact.** The data compliance officer of the data importer can be reached at the following address: privacy@bizagi.com
3. **Technical and Organization Measures.** The data importer has implemented and will maintain appropriate technical and organizational security measures, internal controls, and information security routines intended to protect Customer Data, as defined in the DPA, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows:

The technical and organizational measures, internal controls, and information security routines set forth in the DPA are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

SCHEDULE 4

UK DATA TRANSFER MECHANISM

3.

The UK Data Transfer Mechanism is incorporated into the DPA by reference at clause 2.2.20 and by reference to the information required to complete the UK Data Transfer Mechanism, the Parties agree to the following:

1. In Table I of the UK Data Transfer Mechanism, the names and addresses of the parties as defined in the Agreement and Exhibit C shall be incorporated into the UK Data Transfer Mechanism, it being understood that we shall be the "data exporter" and Controller, and Bizagi shall be the "data importer" and Processor
2. In Table 2 of the UK Data Transfer Mechanism, Module 2 is selected, with the information required to complete Module 2 in Exhibit A, and C;
3. In Table 3 of the UK Data Transfer Mechanism, the information required to complete Table 3 is as listed in the DPA and Exhibit A, B and C; and
4. In Table 4 of the of the UK Data Transfer Mechanism, "exporter" is selected.