WINDSIM ACCELERATOR
DATA PROCESSING AGREEMENT

Last updated: 27 August 2024

1.   THE PURPOSE OF THE DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") regulates the parties' rights and obligations in connection with COMPANY ("**Data Processor**") processing personal data on behalf of the Customer ("**Data Controller**"). The purpose of the DPA is to comply with the requirements for data processor agreements according to applicable data protection legislation, including the General Data Protection Regulation ((EU) 2016/679).

2.   THE PROCESSING OF PERSONAL DATA

The Data Processor processes data on behalf of the Data Controller in connection with providing the service under the main agreement between the parties ("**Service**") to the Data Controller.

The Data Processor will process the following types of personal data on behalf of the Data Controller: Name, contact information, IP address, title and other data inserted into the Service by the Data Controller or the Data Controller's representatives or Users.

The personal data is connected to the following categories of data subjects:
Users added by the Data Controller, including e.g. the Data Controller's employees and Data Controller's contractors.

The Data Processor shall only process personal data for the following purposes:
Entering into and fulfilling the agreement with the Data Controller relating to offering the Service.

The processing involves processing activities necessary to offer the Service to the Data Controller, including using email-address and password to authenticate and authorize users, email users about product changes, updates, tips and tricks, support, upgrade potential, platform usage as required for payment, logging of usage and access to monitor breaches, showing a user's Gravatar image (if applicable), and contacting users about potential service, usage or support issues.

The Data Processor shall not process personal data in any other manner than what is agreed in this DPA and other documented instructions from the Data Controller. The Data Processor is not allowed to process personal data for other purposes than as stated above, unless the parties have agreed that the Data Processor can process personal data for its own purposes as a data controller.

3.   THE DATA CONTROLLER'S DUTIES

The Data Controller warrants that the personal data is processed for legitimate and objective purposes and that the Data Processor does not process more personal data than required for fulfilling such purposes.

The Data Controller is responsible for ensuring that a valid legal basis for processing exists at the time of transferring the personal data to the Data Processor, including that any consent is given explicitly, voluntarily, unambiguously and on an informed basis. Upon the Data Processor's request, the Data Controller undertakes, in writing, to account for and/or provide documentation of the basis for processing.

In addition, the Data Controller warrants that the data subjects to which the personal data pertains have been provided with sufficient information on the processing of their personal data.

Any instructions regarding the processing of personal data carried out under this DPA shall primarily be submitted to the Data Processor. In case the Data Controller instructs a sub-processor appointed by the Data Processor directly, the Data Controller shall immediately inform the Data Processor thereof. The Data Processor shall not in any way be liable for any processing carried out by the sub-processors a result of instructions received directly from the Data Controller, and such instructions result in a breach of this DPA, the Service agreement or applicable data protection legislation.

4.   THE DATA PROCESSOR'S DUTIES

When processing personal data on behalf of the Data Controller, the Data Processor shall follow the routines and instructions stipulated in this DPA.

Unless otherwise agreed or pursuant to statutory regulations, the Data Controller is entitled to access all personal data being processed by the Data Processor on behalf of the Data Controller and the systems used for this purpose. Such access will be available for the Data Controller through the Service by contacting the Data Processor at sales@windsim.com.

The Data Processor is subject to an obligation of confidentiality regarding personal data that the Data Processor processes on behalf of the Data Controller under the DPA. This provision also applies three years after the termination of the DPA. The Data Processor is obliged to ensure that persons who process the data on behalf of the Data Processor, have committed themselves to confidentiality obligations (including signing declarations of confidentiality), and shall upon request disclose such declarations to the Data Controller or the relevant authorities.

THE DATA PROCESSOR'S OPPORTUNITY TO USE SUB-PROCESSORS
The Data Processor has appointed the following sub-processor(s). The applicable data location is the location chosen by the Data Controller in the Subscription Form.

EU Location:

Company	Service	Purpose	Corporate Location	Data Location

| Microsoft Corporation | Azure | Hosting of our platform and our services | United States | Netherlands |

US Location:

Company	Service	Purpose	Corporate Location	Data Location
Microsoft Corporation	Azure	Hosting of our platform and our services	United States	California

The Data Processor shall update the list to reflect any addition or replacement of sub-processors and notify the Data Controller at least 2 months prior to the date on which such sub-processor shall commence processing of personal data. The Data Controller has the right to object to such changes within 3 weeks of receipt of such notification. If the parties do not reach agreement on such change of sub-processor, the Data Processor may terminate the Service agreement and this DPA with 1 months' notice.

The Data Processor shall ensure that the data protection obligations as set out in this DPA and in applicable data protection legislation are imposed upon any sub-processors by a written agreement. The Data Processor shall remain fully liable to the Data Controller for the performance of any sub-processors. The Data Controller is aware that the Data Processor uses the sub-processors mentioned in section 5, and that the information security obligations related to the processing performed by these are governed specifically by the Data Processor's internal Information Security Management System.

5.   TRANSFER OF PERSONAL DATA OUTSIDE THE EU / EEA

The Data Processor shall not process personal data outside the EU/EEA, unless otherwise stated in this DPA or as approved by the Data Controller. If the transferring of personal data to a country outside the EU/EEA or to an international organization outside the EU/EEA is required according to law in a EU/EEA member state which the Data Processor is subject to or EU/EEA law, the Data Processor shall inform the Data Controller of such requirement prior to the processing, unless the law prohibits such information from being given.

Processing outside EU/EEA is subject to prior written notification to the Data Controller in accordance with section 5. The Data Processor shall ensure that there is a legal basis for the processing of data outside the EU/EEA, or facilitate the establishment of such legal basis.

6.   SECURITY

The Data Processor shall fulfil the requirements for security measures in the General Data Protection Regulation article 32 *Security of processing*. The Data Processor shall through planned and systematic measures implement appropriate technical and organisational measures to ensure a satisfactory level of security, e.g. in relation to confidentiality, integrity and availability.

The Data Processor shall document routines and other measures made to comply with these requirements regarding the information system and security measures. The documentation shall be available at request by the Data Controller and the authorities.

The Data Processor shall notify the Data Controller without undue delay after becoming aware of a breach related to the processing of Personal Data ("**Personal Data Breach**"). The Data Controller is responsible for notifying the Personal Data Breach to the relevant supervisory authority.

The notification to the Data Controller shall as far as possible describe (i) the nature of the Personal Data Breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) the likely consequences of the Personal Data Breach; (iii) the measures taken or proposed to be taken by the Data Processor to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

In the event the Data Controller is obliged to communicate a Personal Data Breach to the data subjects, the Data Processor shall assist the Data Controller, including the provision, if available, of necessary contact information to the affected data subjects. The Data Controller shall bear any costs related to such communication to the data subject. The Data Processor shall nevertheless bear such costs if the Personal Data Breach is caused by circumstances for which the Data Processor is responsible.

If the Data Controller is obliged to perform an impact assessment and/or consult the supervisory authority in connection with the processing of personal data under this DPA, the Data Processor shall provide assistance to the Data Controller. The Data Controller shall bear any costs accrued by the Data Processor related to such assistance.

To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may only refuse to provide such assistance of Data Processor's assistance is not necessary in order to be able to fulfil the Data Controller's obligations.

7. DOCUMENTATION AND SECURITY AUDITS

The Data Processor shall have documentation showing that the Data Processor complies with its obligations under this DPA and the General Data Protection Regulation. The documentation shall be available for the Data Controller on request.

The Data Processor shall regularly conduct security audits, and shall submit the results of the audit to the Data Controller. The Data Controller shall be entitled to conduct own audits and inspections once a year, for systems etc. covered by this DPA, in accordance with the requirements of the General Data Protection Regulation. Audits may be carried out by the Data Controller or a third party mandated by the Data Controller in agreement with the Data Processor. To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also refuse to offer such assistance, unless the Data Processor's assistance is necessary in order to be able to fulfil the Data Controller's obligations.

8. FULFILLING THE RIGHTS OF THE DATA SUBJECTS

If the Data Processor, or sub-processor, receives a request from a data subject relating to processing of personal data, the Data Processor shall send such request to the Data Controller, for the Data Controller's further handling thereof, unless otherwise stipulated in statutory law or the Data Controller's written instructions.

Taking into account the nature of the processing, the Data Processor shall, in so far this is possible, assist the Data Controller for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights stipulated in relevant data protection legislation. The Data Processor shall be compensated for such assistance at the Data Processor's then current rates, unless otherwise agreed.

The Data Processor's processing on behalf of the Data Controller is not of a nature which usually makes it necessary or reasonable for the Data Processor to fulfil or assist in fulfilling the Data Controller's obligations towards data subjects.

9. THE DURATION OF THE DPA AND THE PROCESSING

The DPA applies as long as the Data Processor processes personal data on behalf of the Data Controller according to the subscription terms.

10. TERMINATION

The DPA may be terminated in accordance with the termination clauses in the subscription terms. A termination of the subscription terms also constitutes a termination of the DPA.

11. RETURN, DELETION AND/OR DESTRUCTION OF DATA UPON TERMINATION OF THE DPA

The Data Processor provides a standardized format to export the Data Controller's data via the built-in export function in the Service. This function may be used by the Data Controller during the term of the Service agreement.

The Data Processor will permanently erase all personal data and other data relating to the Data Controller in accordance with the timelines set out in the subscription terms, unless the Data Processor is required by law to store the personal data.