

CALIPSA DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) forms part of the Agreement between the Customer and Calipsa for the provision of certain Services by Calipsa to the Customer, and reflects what the parties have agreed in relation to the Processing of Personal Data. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to the Customer pursuant to the Agreement, Calipsa may Process Personal Data on behalf of the Customer (as further detailed in Schedule 1) and the parties agree to comply with the following provisions with respect to any Personal Data.

This DPA shall automatically replace any comparable or additional rights relating to Processing of Personal Data contained in the Agreement (including any existing data processing agreement to the Agreement), unless otherwise agreed in writing between the parties.

DATA PROCESSING TERMS

1. DEFINITIONS

“ Data Controller ”	means the entity which determines the purpose and means of Processing of Personal Data.
“ Data Processor ”	means the entity which Processes Personal Data on behalf of the Data Controller.
“ Data Protection Laws ”	means all laws and regulations, including the Regulation (EU) 2016/679 (General Data Protection Regulation) (“ GDPR ”) and any successor legislation, applicable to the Processing of Personal Data under the Agreement, as amended or updated from time to time.
“ Data Subject ”	means the identified or identifiable natural person to whom Personal Data relates.
“ Personal Data ”	means any information relating to an identified or identifiable natural person which is submitted by the Customer in respect of the provision and use of the Services. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
“ Processing ”	means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
“ Security and Privacy Policy ”	means the Security and Privacy Policy applicable to the specific Services purchased by the Customer, as updated from time to time, and accessible via the Calipsa website here
“ Calipsa ”	means Calipsa Limited, a company registered in England and Wales, with company number 10184514.

“Sub-processor” means any other Data Processor engaged by Calipsa.

2. PROCESSING OF PERSONAL DATA

- 2.1 The parties acknowledge and agree that in respect of Processing of Personal Data the Customer act as Controller and Calipsa acts as Processor with regard to the Personal Data or as the case may be, Customer acts as a Processor for its end user customers (as ultimate Controller) and Calipsa will act as a sub-processor acting on the instructions of the Customer, who will be acting on behalf of its end user customers. Calipsa may engage further Sub -processors (as necessary) pursuant to this DPA.
- 2.2 The Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of the Data Protection Laws and shall ensure that any instructions provided to Calipsa for the Processing of Personal Data shall comply with Data Protection Laws.
- 2.3 The Customer shall be responsible for ensuring the Personal Data provided by the Customer to be processed by Calipsa pursuant to the Agreement is Processed on lawful grounds.
- 2.4 Each party must immediately notify the other if it becomes aware of a complaint or allegation of breach of the Data Protection Laws by any person or an investigation or enforcement action by a regulatory authority, in connection with the Agreement.
- 2.5 Calipsa shall, to the extent required by applicable Data Protection Laws:
 - 2.5.1 not access or use the Personal Data except as necessary to provide the Services, and shall only Process such Personal Data in accordance with this DPA and only on the Customer's instructions;
 - 2.5.2 implement appropriate technical and organisational measures to protect any Personal Data against unauthorised or unlawful Processing and accidental loss, disclosure, access or damage, including those measures set out in the Security and Privacy Policy;
 - 2.5.3 cooperate and provide reasonable assistance to the Customer in connection with the Customer's compliance with the Data Protection Laws insofar as it relates to the Services. This may include assistance with: (i) responding to requests from individuals or authorities, (ii) notifying data breaches to affected individuals or authorities; and (iii) carrying out data protection impact assessments;
 - 2.5.4 delete or return to the Customer all Personal Data upon the Customer's request or in accordance with Schedule 1 on termination or expiry of the Agreement, unless otherwise required under applicable laws;
 - 2.5.5 ensure that persons authorised to access the Personal Data are subject to confidentiality obligations, whether by contract or statute;
 - 2.5.6 as soon as reasonably practicable, promptly notify the Customer in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. The notice will specify: (i) the categories and number of individuals concerned; (ii) the categories and number of records involved; (iii) the likely consequences of the breach; and (iv) any steps taken to mitigate and address the breach;
 - 2.5.7 give the Customer access during normal working hours to audit any relevant records and materials held by Calipsa which are necessary to demonstrate compliance by Calipsa with its obligations under this DPA. To the extent permissible under Data Protection Laws, the

Customer shall: (i) reimburse Calipsa for any reasonable costs incurred in relation to any audit requested by the Customer; and (ii) take all steps necessary to minimise the disruption to Calipsa's business.

2.6 For the avoidance of doubt, Calipsa shall be entitled to collect anonymous and/or aggregated data regarding the Customer's use of the Services, provided that no individual natural person can be identified from such data ("**Aggregate Data**"). Calipsa shall own all right, title and interest in and to the Aggregate Data and Calipsa shall not be required to process such data in accordance with this DPA.

3. SUB-PROCESSORS

3.1 Subject to clause 3.3, the Customer hereby acknowledges and agrees that Calipsa may engage third party Sub-processors in connection with the provision of the Services. The Customer may find a current list of Calipsa's Sub-processors for the Services in the Security and Privacy Policy ("**Sub-processor List**"), which the Customer acknowledges and accepts.

3.2 Calipsa shall notify the Customer of any new Sub-processors by updating the Sub-processor List and notifying the Customer by email before authorising the new Sub-processor to Process Personal Data in connection with the Services provided to the Customer. The Customer may object to Calipsa's use of a new Sub-processor by notifying Calipsa promptly in writing within five (5) business days after receipt of Calipsa's notice. In the event the Customer objects to a new Sub-processor, Calipsa will use reasonable efforts to make available to this Customer a change in the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Calipsa is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, the Customer may terminate the Agreement with respect only to those Services which cannot be provided by Calipsa without the use of the objected-to Sub-processor, by providing written notice to Calipsa.

3.3 Calipsa confirms that it has entered into or (as the case may be) will enter into a written agreement with any Sub-processor incorporating terms which are no less protective than those set out in this Agreement to the extent applicable to the nature of the Services provided by such Sub-processor. Calipsa shall remain liable for the acts and omissions of its Sub-processors to the same extent Calipsa would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

4. INTERNATIONAL TRANSFERS

Where the Customer is based inside the EEA, Calipsa shall not transfer Personal Data to any country outside of the EEA without prior written consent from the Customer, except for transfers to and from: (i) any country which has a valid adequacy decision from the European Commission; or (ii) any organisation which ensures an adequate level of protection in accordance with the applicable Data Protection Laws (including by entering into standard contractual clauses); or (iii) otherwise in accordance with the Data Protection Laws.

5. LIMITATION OF LIABILITY

Each party's liability arising out of or related to this DPA, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, is subject to the limitations of liability contained within the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party under the Agreement and this DPA together.

SCHEDULE 1 – PROCESSING ACTIVITIES

Data Subjects

The Personal Data processed shall concern the following categories of Data Subjects (please specify):

Individuals captured on CCTV footage captured by the Customer.

Categories of data

The Personal Data processed shall concern the following categories of data (please specify):

Information submitted by or on behalf of the Data Subject as part of use of the Services. This will include, but not be limited to, the following:

CCTV footage

Special categories of data (if appropriate)

The Personal Data processed shall concern the following special categories of data (please specify):

N/A

Processing operations and duration of processing

The Personal Data processed will be subject to the following basic processing activities (please specify):

The Personal Data shall be processed for the Customer in respect of certain Services provided by Calipsa to the Customer pursuant to the Agreement including but not limited to SAAS services for the monitoring and analysis of CCTV footage.

Calipsa shall process the Personal Data in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by the Customer or as set out in the Agreement. Subject to the Security and Privacy Policy, Calipsa will process Personal Data for the duration of the Agreement, unless otherwise agreed in writing between the parties.