

APPENDIX: AGREEMENT FOR PROCESSING PERSONAL DATA

1. DEFINITIONS.

In all cases in which they appear with a capital letter, singular or plural, in this Agreement, these terms will have the meaning defined below:

"Processing Appointee" refers to the natural or legal person, authority, department or other body that, alone or in conjunction with others, determines the purposes and means of the processing. When the purposes and the means of said processing are determined by the law of the European Union or the legislation of a member state, the Appointee may be appointed or the specific criteria applicable to their appointment may be provided for in the legislation of the member state of the Union or by the legislation of a Member State.

"Processing manager" refers to the natural or legal person, public authority, services or other body that processes Personal Data on behalf of the Appointee.

"Applicable Regulations" means all applicable directives and regulations of the European Union governing the use and/or processing of personal data, including particularly the GDPR and associated national laws.

"EEE" means the European Economic Area.

"GRPD" means Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, on the protection of people regarding the processing of personal data and the free circulation of said data, repealing Directive 95/46/EC (General Data Protection Regulation) and any national law that implements or complements or replaces the above (in particular

Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights).



"Personal Data" means any information related to an identified or identifiable natural person ("Interested person"). An "identifiable natural person" is considered to be a natural person 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 one or more specific elements of their physical, physiological, genetic, mental, economic, cultural or social identity.

"Personal Data of the Client" refers to the data, information or documents provided, entered or transmitted by the Client or on its behalf in the Services, and which may include data related to its clients and/or its employees.

"Processing" means any transaction or set of transactions, whether carried out using automated processes and applied to personal data or data sets, such as collection, registration, organization, structuring, conservation, adaptation or modification, extraction, consultation, use, communication by transmission, diffusion or any other form of making available, conciliation or interconnection, limitation, deletion or destruction, and "treat" or "treaties" will be interpreted accordingly.

"Provider" means Uniway Technologies, S.L., who provides the Systems&Assets® application to the Client.

"Client" means that natural or legal person that hires the services of Systems&Assets® application to the Provider Uniway Technologies, S.L.

"The Parties" refers jointly to the Supplier and the Client.

"Uniway" means Uniway Technologies, S.L., and its affiliates.

"Supervisory authority" means an independent public authority established by a Member State that deals with the processing of personal data.

2. PURPOSE OF THE PROCESSING ORDER

Through these clauses, the Provider with address at Calle Bravo Murillo 178, (Edificio TECNUS), 28020 (Madrid) with CIF: B82469362 is enabled as Processing Manager (hereinafter the Provider, the Manager or Processing Manager) to deal on behalf of the Client who hires the services of Systems&Assets®.

The Parties acknowledge and accept that the Client is the Appointee for the Processing Personal Data collected and processed in relation to the execution of the Contract to which this Processing Agreement is Annexed and that the Client assumes exclusive responsibility in accordance with the applicable regulations.

The Data Processing by the Manager is limited to the personal data necessary to develop the object of the Service Contract in its SaaS mode, (Software as a Service) through the Systems&Assets® application that the Client hires from the Provider.

In the context of the execution of the Service Contract in its SaaS mode or the Free Trial service, Uniway, in its capacity as Processing Controller, undertakes to process the Personal Data on behalf of the Appointee in accordance with the following conditions:

The Client guarantees and declares:

- That it complies with the applicable regulations and guarantees that its instructions to Uniway for Processing Personal Data will comply with them.
- That it is authorized, in accordance with the applicable Regulations, to communicate to Uniway the Personal Data of the Persons interested in the aforementioned Processing.
- That it will obtain, if necessary, the consents of the Persons interested in said Processing, in accordance with the Applicable Regulations, to:

1. Communicate such Customer Personal Data to Uniway;
2. Allow Uniway to process Personal Data regarding the execution of the SaaS Services Agreement or Free Trial version by which the Client acquires a license to use Systems&Assets® application.
3. That Uniway may disclose such Personal Data: (a) to its service provider, partners and affiliates; (b) to any public authority as the case may be; (c) any third party in compliance with a legal or regulatory obligation with Uniway; and (d) any other person with the right to request the disclosure of information, even when the recipients of the Personal Data are outside the European Economic Area.

Uniway guarantees and declares that when it acts as Data Controller, Uniway processes the Customer's Personal Data:

- Insofar as it is necessary for the execution of the SaaS services contract or Free Trial, by which the Client receives a license to use Systems&Assets®, application in exchange for a pecuniary consideration.

3. PURPOSE OF THE PROCESSING ORDER

The provision of the contracted services, these are:

-Development of the object of the contractual relationship for the Systems & Assets® product, which may be a contractual relationship (paid subscription or Free Trial version).

3.1. Analysis of Personal Data.

The Client is informed and accepts that Uniway may collect, store and use the Personal Data of the Client generated and stored during the use of Systems&Assets® application for:

- Carrying out research and development to improve Uniway's Services, products and applications and/or those from its Affiliates.
- Developing and providing existing and new features and services (including statistical analysis, benchmarking, or forecasting services).
- Providing the Customer with location-based services (such as location-related content) for which Uniway collects geolocation data to provide the Customer with the appropriate experience.

It is understood that Uniway ensures that this collected information is processed in a pseudonymized manner and displayed only in its entirety and not regarding the Client or any other interested person. These Processings will be carried out by Uniway as the Processing Appointee and on the basis of its legitimate commercial interest. The Client may request at any time for Uniway to end the use of the Client's Personal Data as described in this paragraph by contacting Uniway at the following email address: calidad@uniway.es It is declared to the Client that their decision may affect the use of Systems&Assets® application.

The Client is informed and accepts that Uniway may record and use their Personal Data to send advertising or marketing messages (including electronic communications) that may be useful to the Client, depending on the use made of Systems&Assets® application or any another service or product that Uniway markets. Client's Personal Data will be carried out by Uniway as the Processing Appointee and on the basis of its legitimate commercial interest. The Client may request at any time for Uniway to discontinue the use of the Client's Personal Data by contacting Uniway at the following email address calidad@uniway.es

4. OBLIGATIONS OF THE PROCESSING APPOINTEE

Uniway, as Processing Appointee, undertakes to:

- Use the Personal Data subject to Processing, or those collected for inclusion only for the purposes indicated in the previous section. In no case may you use the data for different purposes, unless you obtain express authorization from the Client.
- Guarantee that the Personal Data object of the service will be stored in the Data Processing Centers that are located in Spain or within the European Economic Area.
- Maintain confidentiality regarding personal data to which it had access under this processing agreement, even after the termination of the Agreement.
- Ensure that the persons authorized to process Personal Data agree, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be properly informed.
- Provide the Controller with the documentation that certifies compliance with the obligation established in the previous section.
- Ensure that any persons authorized to process personal data receive the necessary training in Personal Data Protection.
- Help the Client, as far as possible, with the appropriate technical and organizational measures, to comply with their obligation to respond to individual requests to exercise the rights of the interested persons.
- Uniway will safeguard the data with the security measures that it must adopt based on those that the Client has, legally enforceable. A Basic Level will be maintained unless otherwise indicated by the Client, who will be responsible for communicating in writing to Uniway the need to adopt higher level measures, a fact that will entail the corresponding economic technical study by Uniway to pass on the costs of this implementation on the Client.

- Thus, Uniway will not be responsible for the lack of communication from the Client about the level of security that the latter needs to apply to their data, as well as for the lack of communication from the Client regarding possible modifications, throughout the duration of the hiring and any of its extensions, the level of data security.
- Attend and respond to requests for the rights of access, rectification, deletion and opposition, limitation of Processing and data portability.
- Assist the Client, to the extent possible and based on the information available to Uniway, so that Uniway can fulfill its obligations related to:
 - Notifications to supervisory authorities.
 - Prior consultation with these authorities.
 - Communication to the affected persons of any breach.
 - Privacy impact analysis.
- Provide the Processing Appointee with all the information required to demonstrate compliance with its obligations, as well as to facilitate any audits or inspections performed by the Processing Appointee or by other authorized auditor.

5. OBLIGATIONS OF THE PROCESSING APPOINTEE

It corresponds to the Client, as Appointee for the Processing:

- To provide the Processing Manager with the necessary data that may be needed for the correct provision of the contracted services.
- To ensure, prior to and throughout the processing, that the Manager complies with the GDPR.
- To monitor the processing, including carrying out inspections and audits.

- The Processing Appointee expressly declares that the personal data, collected from those affected and transmitted to the Processing Manager, are adequate, pertinent and not excessive in accordance with the scope and legitimate purposes for which they have been obtained.

6. RESPONSIBILITIES

Uniway is committed to:

- Comply with the obligations established in this Contract and in the current regulations, regarding this Processing Order. Pursuant to the provisions of Article 28.10 of the GDPR and Data Protection regulations, if Uniway violates the provisions of the GDPR when determining the purposes and means of processing, it shall be deemed to be Processing Appointee regarding said processing.
- Uniway, by complying with the stipulated provisions, will not respond to administrative sanctions that the Data Protection Agency could impose on the Client for breaches of the regulations, nor will it be responsible for access to Personal Data made by third parties that provide a service to the Client.
- Uniway declines any responsibility for the violation of the Customer's security systems or the inviolability of personal data when these are transferred through any telecommunication networks.

In those cases where Uniway fails to comply with any of its obligations as the Processing Appointee of Personal Data, it will be responsible for said non-compliance. Likewise, Uniway will be responsible for the breach of any of the obligations contracted in this document and of the current regulations in the infractions that may be incurred personally.

Likewise, we remind the Client that it is possible to make a complaint before the Spanish Agency of Data Protection, specially when you have not obtained the satisfaction in the exercise of you rights, through the electronic seat in [Data Protection Spanish Agency | AEPD](#).

The Client is responsible for:

- Claiming and guaranteeing that the Personal Data have been collected in accordance with the provisions of the LOPD-GDD and RGPD, that the level of security regarding them will be indicated to Uniway so that it can meet it, it will be adjusted to the provisions of the applicable regulations, as well as that it complies with all the obligations established in the LOPD-GDD. For these purposes, the Client will release and hold Uniway harmless from any liability that may arise in the event of a claim for breach of the foregoing guaranteed.

Consequently, if the breach of the guarantee contained in this paragraph implies that Uniway's responsibility is declared through a judicial, administrative or arbitration procedure, the Client will indemnify Uniway against any loss or damage (including attorney's fees) that it was irrogated as a consequence of said declaration and/or the procedure of which it brought cause.

7. STAFF

Uniway is committed to:

- Take all reasonable steps to ensure that any employee who has access to Personal Data complies with their obligations under this document.
- Ensure that access to Personal Data is strictly limited to employees who need access for the sole purpose of executing the Terms and Conditions.
- Ensuring that employees authorized to process Personal Data are bound by confidentiality, or are subject to an appropriate legal duty of confidentiality.

If required by applicable regulations, Uniway will appoint a Data Protection Officer and make the information regarding it available.

8. DURATION

This agreement has the same duration as the SaaS service Contract or its Free Trial version, and where appropriate the corresponding extensions established for that purpose, of which this document is an Annex.

At the end of the SaaS Services Agreement or Free Trial version and at the request of the Client, Uniway will delete all data in the case of the free version

9. SECURITY

Taking into account the state of the art, the implementation costs and the nature, scope, context and purposes of the Processing, as well as the risk of variable probability and severity to the rights and freedoms of Data Subjects, Uniway will implement appropriate technical and organizational measures to ensure an adequate level of security. However, Uniway has been using the following security measures for the time being:

- a)** Ensuring ongoing confidentiality, integrity, availability and resilience of Processing systems and services.
- b)** Restoring the availability and access to Personal Data quickly, in case of physical or technical incident;
- c)** Regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.
- d)** Pseudonymizing and encrypting personal data as needed.

When assessing the appropriate level of security, Uniway will take into account the risks posed by the Processing of Customer Personal Data, including, in particular, the risks presented by a Breach of Customer Personal Data (as defined below). Uniway may make such changes to Security Measures that Uniway deems necessary or appropriate from time to time, including, but not limited to, complying with applicable Laws, but no changes will reduce the overall level of protection for Customer's Personal Data. Uniway will take appropriate measures to ensure compliance with the

Security Measures by its employees, agents, contractors and sub-processors to the extent applicable to their scope of performance, including ensuring that all persons authorized to process customer personal data have accepted the appropriate confidentiality obligations.

10.AUDIT

Uniway implements and maintains technical and organizational security measures appropriate to the risks presented by the Personal Data Processing activity to protect Personal Data against authorized or illegal Processing and the loss or alteration or accidental communication to a third party of said data.

Subject to any confidentiality obligation existing regarding a third party, Uniway undertakes to make available to the Client all the information reasonably necessary to allow him to demonstrate the fulfillment of his own obligations under this document and the contractual relationship that binds him with the Client through the Contract or Purchase Order. As such, Uniway may, in particular, deliver to the Client any security audit report established by it or by any independent auditor. In the event of non-compliance or at the request of the Client, Uniway undertakes to allow independent audits to be carried out, including inspections carried out by an external auditor with the necessary qualifications required by the Client and approved by Uniway at the Client's expense.

11.DATA BREACH

Uniway will notify the Client if it becomes aware of a breach of security measures resulting in the destruction, loss, alteration, accidental or illegal, unauthorized disclosure to a third party of Personal Data or unauthorized access to such data, as a result of an act or omission on the part of Uniway or its subcontractors. This notification will be made by Uniway without undue delay, and in any case before the 72 hour period.

Uniway will notify the Client, through the email provided by the Client in the contracting process or Purchase Order. Data breach notifications will have at least the following information:

- Description of the nature of the Personal Data security breach, including, whenever possible, the categories and the approximate number of data subjects affected, and the categories and approximate number of Personal Data records affected.
- Details of the contact person to obtain more information.
- Description of the possible consequences of the violation of the security of Personal Data.
- A description of the measures adopted or proposed to remedy the personal data security breach, including, if applicable, the measures adopted to mitigate potentially negative effects.
- If all the information cannot be provided at the same time, it shall, to the extent possible, be provided gradually with no undue delay.

12. USE OF SUBCONTRACTORS

Uniway may not employ subcontractors to perform the Processing on behalf of the Client without their prior written authorization. If the Client agrees to the use of a subcontractor, Uniway will ensure that the obligations in this document are deferred to the subsequent subcontractor.

13. ACCEPTANCE OF THIS AGREEMENT

It is understood that the Client accepts all the stipulations contained in this document, when clicking on the corresponding box in the free trial version request form or when formalizing the subscription to a paid version.

In order to hire and enjoy the benefits of our Systems&Assets®, application, the Client must also accept the Terms and Conditions of Systems&Assets®, since this Agreement is an Annex to those.

