SUB-PROCESSORS & WEBHOSTING POLICY

SUB-PROCESSORS AND WEBHOSTING POLICY

Version, Effective date: 4.2., 11th November 2020

1 Initial provisions

1.1 Exponea's Affiliate as defined in the respective Agreement ("Exponea" or "we", "us," "our" and other similar pronouns) use a range of sub-processors to assist us in connection with the Services.

1.2 Unless otherwise stated, this Sub-processors and webhosting policy ("**Policy**") is binding to all our Customers.

1.3 Capitalized terms used but not defined in this Policy have the meaning set out in the General Terms and Conditions.

2 Roles

2.1 Where GDPR applies to the processing of data, our Customers by accepting this Policy acknowledge and agree that (i) Customer is a controller according to Art. 4 (7) GDPR; (ii) Exponea is a processor according to Art. 4 (8) GDPR; (iii) sub-processor stated in clause 3.1 hereto is a sub-processor according to Art. 28 (2) GDPR; (iv) webhosting provider listed in clause 4.1 is a sub-processor according to Art. 28 (2) GDPR.

3 Sub-processors

3.1 The Sub-processors of Exponea in the list available at https://exponea.com/terms-of-service/list_of_sub-processors.pdf are approved for the Services as specified therein.

3.2 Hosting Services are not subject to Section 3 hereof.

3.3 The change of Sub-processors shall be governed by Section 6 of the Data Processing Addendum.

3.4 If any of our Sub-processors contained in the list according to Art. 3.1 hereof makes materially adverse change of its terms of service, terms and conditions or any similar documents ("**Terms**"), Exponea will use its best reasonable effort to notify the Customer of such change. Exponea shall provide notice within a reasonable time of the moment Exponea becomes aware of such materially adverse change of the Terms by either (i) sending an email to the Customer's primary point of contact, or (ii) posting a notice to Expona's webpage; or (iii) or by other means; this does not release Customer from an ongoing duty to monitor the Terms. The Customer shall have the right to object to such materially adverse change of the Terms by notifying Exponea promptly in writing within ten (10) business days after (i) receipt of Exponea's notice; or (ii) Exponea posted the notice to its webpage, or (iii) Customer became aware or should have become aware of the materially adverse change of the Terms, only if as a result of the materially adverse change Exponea is no longer able to provide Services or any part of the Services pursuant to the Agreement. In the event Customer makes the objection, Exponea will use reasonable efforts to make available to Customer a change in the Services or any part of the Services or recommend a commercially reasonable modification to Customer's configuration. If Exponea is unable to make available such modification, as described in the preceding sentence, within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the Agreement with respect only to those Services or part of the Services which cannot be provided by Exponea without the use of Terms that have been materially changed. Exponea will refund Customer any prepaid fees covering the remainder of the term of such Agreement following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

4 Webhosting

4.1 Exponea currently uses the following webhosting providers:

a) Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland ("Google").

4.2 Our Customers may choose any of our webhosting providers stated in Art. 4.1 hereof (if more options are available). This right shall be exercised before entering into the Agreement. Upon a special agreement our Customers may choose a webhosting provider which is not stated in Art. 4.1 hereof.

4.3 Webhosting providers stated in clause 4.1 hereof provide webhosting to Exponea in accordance with their terms which are subject to change. The terms are as follows.

a) Google's terms:

a. Google Cloud Platform Terms of Service:

https://cloud.google.com/terms/

b. Google Cloud Platform Service specific terms: https://cloud.google.com/terms/service-terms

c. Google Cloud Platform Data Processing and Security Terms: https://cloud.google.com/terms/data-processing-terms

Acceptable Use Policy:

https://cloud.google.com/terms/aup

d. Google Cloud Platform Sub-processors: https://cloud.google.com/terms/subprocessors

4.4 Our webhosting providers may use sub-processors to provide their services to us. The list of their sub-processors is stated below:

a) Google's sub-processors: https://cloud.google.com/terms/subprocessors

4.5 When any of our webhosting providers engages a new sub-processor, Exponea will use its best reasonable effort to notify the Customer of such engagement. Exponea shall provide notice within a reasonable time of the moment Exponea becomes aware of such engagement by (i) sending an email to the Customer's primary point of contact, or (ii) posting a notice to Exponea's webpage; or (iii) or by other means; this does not release our Customers from an ongoing duty to monitor the list according to Art. 4.4 hereof; the Customer shall have the right to object to the engagement by notifying Exponea promptly in writing within ten (10) business days after (i) the receipt of Exponea's notice sent by email, or (ii) Exponea posted the notice of its website, or (iii) the receipt of Exponea's notice sent by other means, or (iv) Customer became aware or should have become aware of the engagement, only if as a result of the engagement Exponea is no longer able to provide Services or any part of the Services pursuant to the Agreement. In the event Customer makes the objection, Exponea will use reasonable efforts to make available to Customer a change in the Services or any part of the Services or recommend a commercially reasonable modification to Customer's configuration. If Exponea is unable to make available such modification, as described in the preceding sentence, within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the Agreement with respect only to those Services or part of the Services which cannot be provided by Exponea without the use of the objected-to new sub-processor. Exponea will refund Customer any prepaid fees covering the remainder of the term of such Agreement following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

5   Liability

5.1 We are liable for the performance of our Sub-processors and webhosting providers only to the extent to which the Sub-processors and webhosting providers are liable to us in accordance with their terms.

5.2 Any claims made by our Customers in connection with the performance of our webhosting providers are governed by the terms of our webhosting providers.

6   Final provisions

6.1 This Policy is effective as of the effective date stated below.

6.2 This Policy is subject to change. Our Customers shall be notified hereof via their Account or on our website prior to the change taking affect.