



Data Processing Agreement

ECOCHARTING

version 2023.3

This data processing agreement is part of the general terms and conditions of Ecocharting and applies to the relationship between Ecocharting and the Customer (hereinafter also referred to as "parties"). If Ecocharting processes personal data on behalf of the Customer in the context of the execution of the Agreement.

1. Definitions

1.1 The following terms written with a capital letter have the meaning stated below.

Data processor	The Data Processor, Ecocharting, will only process Personal Data for the purpose of providing, maintaining, and improving Ecocharting's services.
Data Controller	This refers to the User or Customer, who owns or is responsible for the Personal Data.
Data Processing Agreement	This data processing agreement.
Personal Data	The personal data that Ecocharting processes on behalf of the Customer in the context of the execution of the Agreement

1.2 The other terms written with a capital letter have the meanings assigned to them in Article 1.1 of the general terms and conditions of Ecocharting.

2. Processing of Personal Data

2.2 The parties will process the Personal Data in a proper and careful manner. In doing so, they will act in accordance with the terms of this Data Processing Agreement and the applicable privacy laws and regulations. The Customer guarantees that they have obtained and processed all Personal Data in accordance with applicable privacy laws and regulations.

2.3 The parties will reasonably do what is conducive to complying with the laws and regulations mentioned in Article 2.2 and refrain from anything that may hinder compliance.

2.4 Ecocharting will only process Personal Data to the extent necessary for the execution of the Agreement or based on a written instruction from the Customer. If Ecocharting believes that such an instruction violates applicable privacy legislation, it will inform the Customer.

2.5 Processing other than intended in this article is allowed if and to the extent that a legal provision applicable to Ecocharting obligates it to process, in which case Ecocharting will inform the Customer of



this legal requirement before processing, unless that legislation prohibits such notification for important reasons of public interest.

- 2.6 *Purpose.* The Data Processor, Ecocharting, will only process Personal Data for the purpose of providing, maintaining, and improving Ecocharting's services.

3. Confidentiality

- 3.1 Ecocharting will keep the Personal Data confidential and will only make it available to third parties if the Customer has given prior consent or when a legal provision obligates Ecocharting to do so.
- 3.2 Ecocharting ensures that its employees involved in the processing of Personal Data have committed or will commit to observing the confidentiality referred to in Article 3.1.

4. Security measures

- 4.1 Ecocharting will take appropriate technical and organizational security measures to protect the Personal Data against loss or unlawful processing. These measures, considering the costs involved and the state of technology, will correspond to the nature of the Personal Data to be processed.
- 4.2 The Customer hereby confirms that the security measures taken by Ecocharting, which are further specified on the Ecocharting website, comply with the requirements of Article 4.1.
- 4.3 Ecocharting endeavors to prevent, detect, and act against breaches in security related to Personal Data ("data breaches") as much as possible.
- 4.4 In the event of a data breach, or a serious suspicion of a data breach, Ecocharting will inform the Customer as soon as possible after its discovery. Where possible and applicable, Ecocharting will inform the Customer about the nature of the breach, the type of Personal Data involved, the measures taken by Ecocharting, and recommend any measures the Customer may take.
- 4.5 In the event of a data breach, Ecocharting will also, at the request of the Customer and in addition to the information obligations of Article 4.4, provide all further cooperation reasonably expected of it, including informing affected parties.
- 4.6 Unless expressly authorized in writing by the Customer, Ecocharting will not process or transfer any Personal Data outside the European Economic Area, or in any way transmit it to a person or organization outside the European Economic Area.

5. Processing by third Parties

- 5.1 Ecocharting is authorized to use other processors ("subprocessors") if reasonably necessary for the proper execution of the Agreement or this Data Processing Agreement. For instance, Ecocharting processes customer data in data centers of various high-quality providers in accordance with GDPR regulations.
- 5.2 Ecocharting will document the arrangements with subprocessors regarding the protection of Personal Data in writing. In this context, the subprocessor will be bound to obligations towards Ecocharting that are similar to Ecocharting's obligations towards the Customer.
- 5.3 The Software may also provide access to partner software as referred to in Article 10 of the general



terms and conditions of Ecocharting and other information, software, and services offered by third parties. These third parties do not qualify as subprocessors of Ecocharting, and therefore Ecocharting accepts no liability for the processing of Personal Data by these third parties. The Customer is responsible for making arrangements regarding the processing of Personal Data by these third parties.

6. Control

- 6.1 Ecocharting will have its compliance with the agreements under this Data Processing Agreement periodically audited by an independent auditor. If the audit reveals that Ecocharting does not fully comply with its obligations under this Data Processing Agreement, Ecocharting will rectify these shortcomings as soon as reasonably possible.

7. Other cooperation by Ecocharting

- 7.1 Ecocharting will provide all reasonably necessary cooperation to enable the Customer to respond to requests as intended in Section III of the General Data Protection Regulation (GDPR), relating to Personal Data.
- 7.2 If Ecocharting receives a request from a data subject as mentioned in Article 7.1, it will inform the Customer as soon as possible.
- 7.3 Ecocharting will provide all reasonably necessary cooperation to enable the Customer to fulfill their obligations concerning data protection impact assessments and prior consultation with the Data Protection Authority. Furthermore, Ecocharting will provide the Customer with all information necessary to demonstrate compliance with the obligations of Article 28 of the GDPR.
- 7.4 If Ecocharting receives a request from the Data Protection Authority or another competent authority regarding the Personal Data, it will cooperate to the extent that it is legally obliged to do so. It will inform the Customer about such a request as far as possible and will follow any instructions of the Customer as much as possible.
- 7.5 Further information regarding the (sub)processing of personal data at Ecocharting can be requested via email at support@ecocharting.com.

8. Costs

- 8.1 Ecocharting is entitled to charge the Customer for costs and work related to the execution of this Data Processing Agreement at its usual rates, unless the said costs or work are solely the result of a culpable shortcoming of Ecocharting.
- 8.2 All costs associated with implementing security measures as referred to in Article 4.1 are deemed to be included in the price agreed upon for the execution of the Agreement. If the Customer requires additional security measures, Ecocharting may charge for these.



9. Duration and Termination

- 9.1 This Data Processing Agreement terminates by operation of law as soon as Ecocharting no longer processes Personal Data as a processor.
- 9.2 Upon termination of the Data Processing Agreement, Ecocharting will, at the Customer's first request, return or destroy the Personal Data. If Ecocharting is legally required to retain the Personal Data itself, it will do so, in consultation with the Customer and at the then-current rates.
- 9.3 Obligations under this Data Processing Agreement that are by their nature intended to continue after the end of this Agreement shall remain in effect after the termination of this Agreement.