BUZZEASY DATA PROCESSING AGREEMENT

March 2025

Abstract

This document provides a legal framework defining respective data responsibilities where a customer organization makes use of Buzzeasy Services. The two parties to this agreement are Buzzeasy (Data Processor) and the Customer (Data Controller).

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1 Introduction

This Data Processing Agreement (DPA) is made by and between Buzzeasy (legal entity identified on the signature page of this DPA) and the Customer identified on the same signature page. It will also be applicable where a Service Order and/or Agreement exists between the parties that incorporates this DPA by reference. This DPA shall be in addition to any obligations set out in any Service Order or other Agreement.

2 Definitions and Interpretation

All capitalised terms in this DPA shall have the meaning as prescribed by Buzzeasy's Standard Terms or as otherwise agreed between the parties, unless specified below.

"Applicable Law"	means as applicable and binding on the Customer, Buzzeasy and/or the Services:

    (a) Any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of, as may be specified in Terms;

    (b) The common law and laws of equity as applicable to the parties from time to time;

    (c) Any binding court order, judgement or decree; or

    (d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party of any of that party's assets, resources or business;

"Appropriate Safeguards"	means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time (including, but not limited to, EU Model Contract Clauses or Privacy Shield certification);
"Data Controller"	has the meaning given to that term (or to the term 'controller') in Data Protection Laws;
"Data Processor"	has the meaning given to that term (or to the term 'processor') in Data Protection Laws;
"Data Protection Laws"	means as applicable and binding on the Customer, Buzzeasy and/or the Services:

    (a) in the United Kingdom

        i. The Data Protection Act 1998 and any laws or regulations implementing the Directive 95/46/EC (Data Protection Directive); and/or

        ii. The General Data Protection Regulation (EU) 2016/679 (or "GDPR") and/or any corresponding or equivalent national laws or regulations and/or

        iii. The Privacy and Electronic Communications (EC Directive) Regulations 2003 and/or any corresponding or equivalent national laws or regulations.

(b) in member status of the European Union: the Data Protection Directive or the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them;

(c) specifically in relation to the Customer, all data protection and or privacy laws in which recipient Data Subjects are contacted through the Services are located;

(d) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;

"Data Protection Losses"	means all liabilities, including all:

(a) Costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses, damages (including relating to material or non-material damage); and

(b) To the extent permitted by Applicable Law:
  i. Administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;
  ii. Compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and
  iii. the reasonable costs of compliance with investigations by a Supervisory Authority;

"Data Protection Officer"	a single individual within the Buzzeasy organization as defined by the Data Protection Laws; this is Viktor Gajodi
"Data Subject"	has the meaning given to that term in Data Protection Laws;
"Data Subject Request"	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
"GDPR Date"	means from when the GDPR applies on 25 May 2018;
"ICO"	means the UK's supervisory authority, the Information Commissioner's Office;
"Personal Data"	means all such "personal data", as defined in Article 4 of the GDPR, as is, or is to be, processed by the Data Processor on behalf of the Data Controller;
"Personal Data Breach"	Means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
"Processing"	Has the meanings given to that term in the Data Protection Laws (and related terms such as process have corresponding meanings);

"Protected Data"	means Personal Data received from or on behalf of the Customer in connection with the performance of Buzzeasy's obligations under this DPA;
"Services"	means those services described in Schedule 1 which are provided by the Data Processor to the Data Controller and which the Data Controller uses for the purposes described in Schedule 1;
"Special Category Data"	means "special category data", as defined in Article 9 of the GDPR, as is, or is to be, which the Data Processor should not be requested to process by the Data Controller.
"Sub-Processor"	means a sub-processor appointed by the Data Processor to process the Personal Data;
"Supervisory Authority"	means any local, national or multinational agency, department, official parliament, public or statutory person or any government or professional body, regulatory or supervisor authority, board or other body responsible for administering Data Protection Laws.
"Special Category Data"	means all such Personal Data which the GDPR defines as more sensitive and so needs more protection. Such data should not be passed by the Data Controller to the Data Processor;

References to any Applicable Laws (including to the Data Protection Laws and of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable. A reference to a law includes all subordinate legislation made under that law.

Unless the context otherwise requires, each reference in this DPA to:

- "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- "DPA" is a reference to this Data Processing Agreement and each of the Schedules as amended or supplemented at the relevant time;
- a Schedule is a schedule to this DPA; and
- a Clause or paragraph is a reference to a Clause of this DPA (other than the Schedules) or a paragraph of the relevant Schedule.
- a "Party" or the "Parties" refer to the parties to this DPA.

The headings used in this DPA are for convenience only and shall have no effect upon the interpretation of this DPA.

Words imparting the singular number shall include the plural and vice versa.

References to any gender shall include all other genders.

References to persons shall include corporations.

3 Scope and Application of this DPA

3.1 This DPA will take effect from the date on which the Customer accepts the terms of this DPA and shall continue until the end of the Buzzeasy's provision of the Services (including any period of suspension, where relevant) ("Term").

3.2 The provisions of this DPA shall apply to the processing of the Personal Data carried out for the Customer by Buzzeasy, and to all Personal Data held by Buzzeasy in relation to all such processing whether such Personal Data is held at the date of this DPA or received afterwards.

3.3 The provisions of this DPA do not include the processing of Special Category Data which, as stated in Clause 4, should not be requested to be processed by the Customer.

3.4 Except for the changes made by this DPA, the Agreement remains in full force and effect. To the extent that there is any conflict between this this DPA and the Agreement or Service Order, the clauses of this DPA shall prevail.

3.5 Any claims brought under or in conjunction with this DPA shall be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set out in the Agreement. In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise. Any penalties issued by a Supervisory Authority and incurred by Buzzeasy in relation to Protected Data arising from or in connection with the Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall reduce Buzzeasy's liability under the Agreement and be considered a liability to the Customer under the Agreement.

3.6 This DPA shall continue in full force and effect for so long as Buzzeasy is processing Personal Data on behalf of the Customer, and thereafter as provided in Clause 8.8.

3.7 This Policy does not apply to Special Category Data which should not be passed to Buzzeasy by the Customer.

4 Roles of the Parties and Processing

4.1 The parties acknowledge and agree that regarding the processing of Protected Data, the Customer is a Data Controller and Buzzeasy shall be a Data Processor.

4.2 Buzzeasy shall process Protected Data in compliance with:

4.2.1 The obligations of Data Processors under Data Protection Laws in respect of performance of its obligations under this agreement; and

4.2.2 The terms of this DPA, the Terms and the Service Order form which sets out the Customer's instructions in relation to such processing activities.

4.3 The Customer shall comply with:

4.3.1 All Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this DPA, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws: and

4.3.2 The terms of this DPA.

4.4 The Customer warrants, represents and undertakes, that:

4.4.1 all data provided to Buzzeasy for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing or procuring all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;

4.4.2 all instructions given by it to Buzzeasy in respect of Personal Data shall at all times be in accordance with Data Protection Laws;

4.4.3 the Personal Data provided to Buzzeasy does not include Special Category Data; and

4.4.4 The Customer shall not unreasonably withhold, delay or condition its agreement to any change or amendment requested by Buzzeasy in order to ensure the Services and Buzzeasy (and each Sub-Processor) can comply with Data Protection Laws.

5 Provision of the Services and Processing Personal Data

5.1 By entering into this DPA, the Customer instructs Buzzeasy to process the Controller's Protected Data only in accordance with Applicable Law:

5.1.1 To provide the Services;

5.1.2 As further specified by the Customer's use of the Services or the Software;

5.1.3 As documented in the form of the terms and this DPA;

5.1.4 In accordance with the instructions of each respective Data Controller; and

5.1.5 As further documented in any other written instructions provided by the Customer and acknowledged by Buzzeasy as being instructions for the purpose of this DPA.

5.2 The Data Processor is only to carry out the Services, and only to process the Personal Data received from the Customer:

5.2.1 for the purposes of those Services and not for any other purpose;

5.2.2 to the extent and in such a manner as is necessary for those purposes; and

5.2.3 strictly in accordance with the express written authorisation and instructions of the Customer (which may be specific instructions or instructions of a general nature or as otherwise notified by the Customer).

5.3 Insofar as Buzzeasy processes Protected Data on behalf of the Customer, Buzzeasy:

5.3.1 Unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this clause, as updated form time to time and as agreed between the parties (Processing Instructions);

5.3.2 If Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and

5.3.3 Shall inform the Customer if Buzzeasy becomes aware of a Processing Instruction that, in Buzzeasy's opinion, infringes Data Protection Laws, provided that:

a) This shall be without prejudice to clauses 4.3 and 4.4; and

b) To the maximum extent permitted by mandatory law, Buzzeasy shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information; and

5.4 The subject matter and details of the processing of Protected Data to be carried out by Buzzeasy under this DPA shall comprise the processing set out in Schedule 3 (Data processing details), as may be updated from time to time as agreed between the parties.

6 Technical and Organisational Measures

6.1 Buzzeasy shall implement and maintain, at its cost and expense and in relation to the processing of Protected Data by Buzzeasy, technical and organisational measures taking into account the nature of the processing, to assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Protected Data.

6.1.1 The nature and extent of these technical and organisational measures are detailed in Schedule 2 of this DPA.

6.2 Buzzeasy shall ensure that all persons authorised by it (or by any Sub-Processor) to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case Buzzeasy shall, where practicable and not prohibited by Applicable Law, notify the Customer of any such requirement before such disclosure)

7 Using Sub-Processors

7.1 Customer specifically authorises the engagement of existing Buzzeasy's affiliates and third parties as Sub-Processors which are listed in Schedule 4.

7.2 Further, Customer acknowledges that Buzzeasy relies on subcontractors and Sub-Processors in providing critical elements of hosting and supporting the Services and delivery of messages and telephony. Where Buzzeasy engages the services of a new Sub-Processor, Buzzeasy shall notify the Customer of the intended use of the new Sub-Processor and the Customer shall be entitled to reasonably object to the new Sub-Processor for the purposes of processing the Protected Where Buzzeasy uses Sub-Processors in relation to Protected Data, Buzzeasy shall ensure:

7.2.1 Via written contract that the Sub-Processor only accesses the processes Protected Data to perform the obligations subcontracted to it and does so in accordance with the measures contained in this DPA that is enforceable by Buzzeasy; and

7.2.2 Remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.

8 Data Protection Compliance

8.1 All instructions given by the Customer to Buzzeasy shall be made in writing and shall at all times be in compliance with the GDPR and other applicable laws. Buzzeasy shall act only on such written instructions from the Customer unless the Buzzeasy is required by law to do otherwise (as per Article 29 of the GDPR).

8.2 Buzzeasy shall promptly comply with any request from the Customer requiring Buzzeasy to amend, transfer, delete, or otherwise dispose of the Personal Data.

8.3 Buzzeasy shall transfer all Personal Data to the Customer on request in the formats, at the times, and in compliance with the Customer's written instructions.

8.4 Both Parties shall comply at all times with the GDPR and other applicable laws and shall not perform their obligations under this DPA or any other agreement or arrangement between themselves in such way as to cause either Party to breach any of its applicable obligations under the GDPR.

8.5 Buzzeasy agrees to comply with any reasonable measures required by the Customer to ensure that its obligations under this DPA are satisfactorily performed in accordance with any and all applicable legislation from time to time in force (including, but not limited to, the GDPR) and any best practice guidance issued by the Information Commissioners Office (ICO).

8.6 Buzzeasy shall provide all reasonable assistance (at the Data Controller's cost) to the Data Controller in complying with its obligations under the GDPR with respect to the security of processing, the notification of personal data breaches, the conduct of data protection impact assessments, and in dealings with the ICO.

8.7 Buzzeasy shall ensure that all persons authorised by it (or by any Sub-Processor) to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case Buzzeasy shall, where practicable and not prohibited by Applicable Law, notify the Customer of any such requirement before such disclosure).

8.8 When processing the Personal Data on behalf of the Customer, Buzzeasy shall:

8.8.1 not cause or permit any Protected Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of Buzzeasy carrying out is obligations under the Agreement, in which case, the provisions of this clause 8.8 shall apply

8.8.2 Subject to clause 8.8.3, if Protected Data is to be processed outside of the EEA, Buzzeasy agrees to provide and maintain Appropriate Safeguards as set out in Article 46 GDPR to lawfully transfer the Personal Data to a third country.

8.8.3 Clause 8.8.2 shall not apply if the processing of the Protected Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.

8.8.4 process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the Customer or as may be required by law (in which case, Buzzeasy shall inform the Customer of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);

8.8.5 implement appropriate technical and organisational measures, as described in Schedule 2, and take all reasonable steps to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure. Buzzeasy shall inform the Customer in advance of any changes to such measures; and

8.8.6   The subject matter and details of the processing of Protected Data to be carried out by Buzzeasy under this DPA shall comprise the processing set out in Schedule 1 (Data processing details), as may be updated from time to time as agreed between the parties.

8.9   Buzzeasy shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate Buzzeasy's compliance with the obligations of Data Processors under Data Protection Laws, and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:

8.9.1   giving Buzzeasy reasonable prior notice of such information request, audit and/or inspection being required by the Customer;

8.9.2   ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Controller, Supervisory Authority or as otherwise required by Applicable Law);

8.9.3   ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Buzzeasy's business and the business of other Customers of Buzzeasy; and

8.9.4   paying Buzzeasy's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

9   Assistance with Customer's compliance and Data Subject rights

9.1   Buzzeasy shall refer all Data Subject Requests it received to the Customer within five Business Days of receipt of the request, provided that if the number of Data Subject Requests exceeds three per calendar month, the Customer shall pay Buzzeasy's Charges calculated on a time and material basis for recording and referring the Data Subject Requests in accordance with this clause 9.1.

9.2   Further to the above and notwithstanding anything to the contrary in the Terms, Buzzeasy reserves the right to disclose the identity of the Customer to any relevant Data Subject Requests following any such request from a Data Subject.

9.3   Buzzeasy shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to Buzzeasy) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:

9.3.1   Enabling Customer to respond to Data Subject Requests;

9.3.2   Security of processing;

9.3.3   Data protection impact assessments (as such term is defined in Data Protection Laws);

9.3.4   prior consultation with a Supervisor Authority regarding high risk processing; and

9.3.5   notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach.

10   Breach Notification

10.1   Buzzeasy shall without undue delay (but in any event within 24 hours) from when Buzzeasy becomes aware of any form of Personal Data breach, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data:

10.1.1   notify the Customer of the Personal Data Breach; and

10.1.2   provide the Customer with details of the Personal Data Breach;

10.2   Notice of a Personal Data Breach as contemplated under 10.1 above shall include:

10.2.1   the nature of the Personal Data Breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

10.2.2   the likely consequences of the Personal Data Breach; and

10.2.3   the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

11   Deletion and/or Disposal of Personal Data

11.1   Buzzeasy shall, at the written request of the customer, delete or return all the Personal Data to the Customer in the format(s) reasonably requested by the Data Controller within a reasonable time after the earlier of the following:

11.1.1   the end of the provision of the Services; or

11.1.2   the processing of that Personal Data by the Data Processor is no longer required for the performance of the Data Processor's obligations under this DPA.

11.2   Following the deletion or return of the Personal Data under sub-Clause 11.1, Buzzeasy shall delete (or otherwise dispose of) all further copies of the Personal Data that it holds, unless retention of such copies is required by Applicable Law, in which case Buzzeasy shall inform the Customer of such requirement(s) in writing.

12   Cooperation

12.1   If a party receives a compensation claim from a person relating to processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:

12.1.1   make no admission of liability nor agree to any settlement of compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and

12.1.2   consult fully with the other party in relation to any such action.

13 Intellectual Property Rights

13.1 All copyright, database rights, and other intellectual property rights subsisting in the Personal Data (including but not limited to any updates, amendments, or adaptations to the Personal Data made by either the Customer or Buzzeasy) shall belong to the Customer or to any other applicable third party from whom the Customer has obtained the Personal Data under licence (including, but not limited to, data subjects, where applicable). Buzzeasy is licensed to use such Personal Data under such rights only for the term of the Agreement, for the purposes of the Services, and in accordance with this DPA.

14 Confidentiality

14.1 The Data Processor shall maintain the Personal Data in confidence, and in particular, unless the Data Controller has given written consent for the Data Processor to do so, the Data Processor shall not disclose any Personal Data supplied to the Data Processor by, for, or on behalf of, the Data Controller to any third party. The Data Processor shall not process or make any use of any Personal Data supplied to it by the Data Controller otherwise than in connection with the provision of the Services to the Data Controller.

14.2 The Data Processor shall ensure that all personnel who are to access and/or process any of the Personal Data are contractually obliged to keep the Personal Data confidential.

14.3 The obligations set out in in this Clause 14 shall continue for a period of 12 months after the cessation of the provision of Services by the Data Processor to the Data Controller.

14.4 Nothing in this DPA shall prevent either Party from complying with any requirement to disclose Personal Data where such disclosure is required by law. In such cases, the Party required to disclose shall notify the other Party of the disclosure requirements prior to disclosure, unless such notification is prohibited by law.

15 Law and Jurisdiction

15.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Hungary.

15.2 Any dispute, controversy, proceedings or claim between the Parties relating to this DPA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Hungary.

AGREED by the parties on the date set out below:

On behalf of the Customer and Data Controller by:

<<Name and Title of person signing for the Data Controller>>

_____
Authorised Signature

Date: _____

SIGNED for and on behalf of Buzzeasy and Data Processor by:

<<Name and Title of person signing for the Data Processor>>

_____
Authorised Signature

Date: _____

SCHEDULE 1

Services

The following services are to be provided by Buzzeasy to the Customer:

One or more of Buzzeasy's customer interaction cloud services and 'software as a service' solutions as defined in the corresponding quotation, subscription agreement, service order and/or purchase order document.

SCHEDULE 2

Technical and Organisational Data Protection Measures

The following are the technical and organisational data protection measures referred to in Clause 6:

- Buzzeasy shall ensure that, in respect of all Personal Data it receives from or processes on behalf of the Customer, it maintains security measures to a standard appropriate to:
  - o the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data; and
  - o the nature of the Personal Data.

In particular, Buzzeasy shall:

- have in place, and comply with, a security policy which:
- defines security needs based on a risk assessment;
- allocates responsibility for implementing the policy to a specific individual or personnel;
- is provided to the Customer on or before the commencement of this DPA;
- is disseminated to all relevant staff; and
- provides a mechanism for feedback and review.
- ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice;
- prevent unauthorised access to the Personal Data;
- protect the Personal Data using pseudonymisation, where it is practical to do so;
- ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled;
- have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using HTTPS with TLS encryption);
- password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure (Minimum 12 characters including at least one upper case, lower case and special character). All passwords are stored in Microsoft Azure key vault.
- and that passwords are not shared under any circumstances;
- take reasonable steps to ensure the reliability of personnel who have access to the Personal Data;
- have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:
  - o the ability to identify which individuals have worked with specific Personal Data;

- o having a proper procedure in place for investigating and remedying breaches of the GDPR; and

- o notifying the Customer as soon as any such security breach occurs.

- have a secure procedure for backing up all electronic Personal Data and storing back-ups separately from originals;

- have a secure method of disposal of unwanted Personal Data including for back-ups, disks, print-outs, and redundant equipment; and

- adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013, as appropriate to the Services provided to the Customer.

SCHEDULE 3

Data Processing Details

1. Subject-matter of processing:

   Buzzeasy's provision of the Services to the Customer.

2. Duration of the processing:

   The term of any relevant Service Order Form until deletion of all Protected Data by Buzzeasy in accordance with the DPA.

3. Nature and purpose of the processing:

   Buzzeasy will process Customer Protected Data for the purposes of providing the Services to the Customer in accordance with the DPA and the Terms.

4. Type of Personal Data:

   Data relating to individuals provided to Buzzeasy via the provision of the Services by or at the direction of the Customer or end-users of the Customer.

5. Categories of Data Subjects:

   Data subjects include the individuals about whom data is provided to Buzzeasy via the Services by or at the direction of Customer or end-users of the Customer

SCHEDULE 4

List of Sub-Processors

Buzzeasy use the following Sub-Processors:

Company	Data Type	Reason	Location