



Data Processing Agreement in Accordance with Article 28 of the General Data Protection Regulation (GDPR)

between

Ole Nepomuk Mai
Goethestraße 70, 10625 Berlin, Germany
- the Controller - hereafter named the "Client" -

and

BUNNYWAY, informacijske storitve d.o.o.
- the Processor - hereafter named "bunny.net" -

1. Relationship with the Agreement

- 1) This contract defines the rights and obligations of the Client and bunny.net in the context of bunny.net processing personal data on behalf of the Client. The terms used in this contract are to be understood in accordance with their respective definitions in the EU General Data Protection Regulation (GDPR). bunny.net shall process personal data for the Client on the basis of this Agreement.
- 2) Both parties agree that Data Processing Agreement (DPA) will replace any existing DPA the parties may have previously entered into. Except for the changes made by this DPA, the existing agreement remains unchanged and in full effect. If there is any conflict between this DPA and the agreement, this DPA shall prevail to the extent of that conflict.
- 3) The subject matter and duration of the Data Processing Agreement shall be determined entirely according to the information provided in the respective contractual relationship.
- 4) Should any parts of this data processing agreement be invalid, this will not affect the validity of the remainder of the agreement.

2. Roles, scope and the duration of the agreement

- 1) The Client will act as the data controller and bunny.net as the processor of customer data. bunny.net will process customer data only as a data processor acting at the Client's direction or for the purposes described in this Data Processing Agreement. bunny.net shall carry out the following processes: Processing of user information necessary for the provision, improved security, optimization, control and troubleshooting of the service.

2) The provision of the contractually agreed upon data processing will begin on 24 Sep 2022 and be carried out for an unspecified period until the services provided to the Client are terminated and the correlating service account is deleted by bunny.net.

3) The type of data that will be processed includes but is not limited to: network connection data, IP addresses, user agent, URL referrer information as well as any kind of personal data contained in the files or file names that the Client is holding on bunny.net.

4) Processing the data consists of the following: collecting, saving, modifying, using, transferring, distributing or any other form of provision, replication, restricting, deleting, collating or destroying data.

3. Sub-Processing

1) bunny.net shall notify the Client in writing if it intends to add or replace Sub-processors and will ensure with reasonable measures that any Sub-processor has the requisite capabilities to Process Customer Data in accordance with this Data Processing Agreement and the GDPR data protection regulations.

2) bunny.net shall notify the Client in writing if it intends to add or replace Sub-processors. The Client may object in writing within 5 days of such notice provided that the objection is based on reasonable, documented grounds related to data protection. In the event of an objection, bunny.net will attempt to discuss in good faith with the Client in an attempt to achieve a mutual resolution. A Client's failure to respond or reasonably document the basis of the objection will constitute as the Client's authorization of the proposed changes.

4. Security and obligations of the processor (bunny.net)

1) bunny.net will only process personal data as contractually agreed and as instructed by the Client, unless bunny.net is legally obliged to do otherwise. Should bunny.net be bound by such obligations, bunny.net will inform the Client prior to processing the data, unless informing him/her is illegal.

2) The Client is responsible and agrees to maintain a confidential and secure use of services provided by bunny.net and protect access to customer data to the best of their ability. bunny.net and the Client can, upon request, cooperate with the performance of their duties.

3) The Client is aware that bunny.net can from time to time update its security measures, provided that such updates and modifications do not result in the degradation of the overall security of the services purchased by the Client.

4) bunny.net shall ensure that any person authorized to access the customer data have been made aware of the relevant data protection provisions as well as this contract before starting to process the data and will carry out corresponding training on a regular basis.

5) bunny.net must support the Client when updating the list of processing activities and implementing the data protection assessment. All data and documentation required need to be provided and made available to the Client upon request.

6) Due to a global nature of the service, bunny.net may process customer data from anywhere in the world, where bunny.net operates. bunny.net and all of its Sub-processors will at all

times provide appropriate measures for secure customer data processing in accordance with the requirements of data protection laws.

7) bunny.net will strictly limit access to any customer data to persons specifically trained and tasked with processing the data and adequately instructed and supervised on an ongoing basis in terms of fulfilling data protection requirements.

5. Rights and obligations of the Client

1) It is the sole responsibility of the Client to assess and ensure the admissibility of any processing requested. The Client will ensure any data processing requested is in line with privacy and data regulations and to assure the rights of affected parties.

2) The Client will immediately notify bunny.net if any irregularities or errors are discovered as a result of the processing.

3) bunny.net will allow the Client to appoint an auditor of the required professional qualification, bound by a duty of confidentiality to perform an inspection of the data security that is reasonably necessary to confirm bunny.net's compliance with this Data Processing Agreement. The Client shall not exercise this right more than once per year, including with respect to any support required to perform a data protection impact assessment. Inspections must be carried out without any avoidable disturbances to the operation of bunny.net's services.

4) With respect to all personal data, bunny.net warrants that it will only process personal data in order to provide and improve the service and only in accordance with this Data Processing Agreement.

6. Data breach response obligations

1) bunny.net will implement and maintain appropriate technical, organizational and security measures designed to maintain strict confidentiality and protect customer data from any kind of data breaches and to ensure the confidentiality and availability to the best of its technical abilities. Any individuals who could have access to the data processed on behalf of bunny.net must be obliged in writing to maintain confidentiality, unless legally obliged to do otherwise.

2) bunny.net will notify and offer support to the Client without any unjustifiable delay and, where feasible, no later than 48 hours after becoming aware, of any breach of personal data stored or processed by bunny.net.

3) bunny.net will immediately inform the Client of any inspections, law enforcement requests or measures carried out by supervisory authorities or other third parties if they relate to the commissioned data processing unless legally prohibited from doing so.

7. Instructions

1) The Client reserves the right of full authority to issue instructions concerning data processing on his/her behalf.

2) If bunny.net determines that an instruction carried out by the client violates the legal

requirements, bunny.net will inform the Client immediately. bunny.net will then be entitled to suspend the execution of the relevant instructions until the Client confirms or alters said instructions.

8. Termination

1) When terminating the Data Processing Agreement or at any time upon the Client's request, bunny.net will either destroy the data or submit the data to the Client at the Client's discretion. The data must be destroyed in such a way that restoring or recreating the remaining information will no longer be possible, even with considerable effort.

2) bunny.net can temporarily contain older data archived on backup systems. In all such cases, bunny.net shall maintain the customer data securely and protect it from any further processing.

3) The terms of this Data Processing Agreement shall remain in effect for so long as bunny.net continues to retain any customer data.

4) Cancellation of the agreement by the Client or deleting the Client's user account provided by bunny.net will simultaneously terminate and invalidate this agreement.

Data Controller (Client):

Ole Nepomuk Mai
Goethestraße 70
10625 Berlin
Germany

Represented by:
Ole Nepomuk Mai

Data Processor (bunny.net):

BUNNYWAY, informacijske storitve d.o.o.
Cesta komandanta Staneta 4A
1215 Medvode
Slovenia

Represented by:
Dejan Grofelnik Pelzel



Medvode, 24 Sep 2022