Data Processing Addendum

This Data Processing Addendum forms part of the Agreement between AgriWebb and Customer and applies to the Processing of Personal Data by AgriWebb and its Sub-processors in connection with the Software and Services. The obligations of the parties in this DPA with respect to the Processing of Personal Data are in addition to those set out in the Agreement.

1. Definitions

Capitalised terms used, but not defined, in this DPA have the meanings given to them in the Agreement.

Controller means the entity which determines the purposes and means of the Processing of Personal Data.

Data Subject means the identified or identifiable person to whom the Personal Data relates.

GDPR means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).

Model Clauses means the standard contractual clauses for Processors as approved by the European Commission and available at: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en.

Processor means the entity which Processes Personal Data on behalf of the Controller.

Sub-processor means any third party engaged by AgriWebb or its Affiliates to Process any Personal Data under the Agreement, including this DPA.

2. Roles

Customer is the Controller, and AgriWebb the Processor, of the Personal Data.

3. Processing

3.1. Details of processing

(a) AgriWebb must Process the Personal Data only as:

(i) contemplated by the Agreement;

(ii) instructed by Customer or Users provided that such instructions are documented and consistent with the Agreement and Privacy Laws; or

(iii) required by applicable Privacy Laws.

(b) Schedule 1 sets out further detail on AgriWebb's Processing of the Personal Data.

3.2. Customer instruction

Customer hereby instructs AgriWebb to Process the Personal Data in accordance with the Agreement, including this DPA.

3.3. Confidentiality

(a) The confidentiality obligations in the Agreement apply to the Personal Data.

(b) AgriWebb must ensure that its Sub-processors and Personnel who Process the Personal Data are subject to contractual, professional or statutory obligations of confidence.

4. Sub-processors

4.1. Existing Sub-processors

Customer consents to AgriWebb using the Sub-processors listed in Schedule 3 to Process the Personal Data on AgriWebb's behalf.

4.2. New Sub-processors

(a) AgriWebb must update the list of Sub-processors at https://ww.agriwebb.com/sub-processor-list at least 30 days prior to the engagement of any new Sub-processor, including details of the Processing and location of Processing by the new Sub-processor.

(b) If Customer notifies AgriWebb in writing that Customer objects to the engagement of the new Sub-processor within 30 days of AgriWebb's updating the list of Sub-processors under section 4.2(a), then:

(i) AgriWebb must use reasonable endeavours to address Customer's concern; and

(ii) if AgriWebb is unable to address Customer's concern within 30 days following the date of Customer's written objection, Customer may terminate the Agreement (including this DPA) with immediate effect by giving AgriWebb written notice.

4.3. Sub-processor terms

AgriWebb must ensure that each Sub-processor:

(a) is capable of Processing the Personal Data in accordance with the Agreement, including this DPA;

(b) only accesses and uses the Personal Data as necessary to perform AgriWebb's obligations under the Agreement; and

(c) is bound by a written agreement which is no less protective of the Personal Data than the terms of the Agreement and this DPA (including the Model Clauses where applicable).

4.4. Liability for Sub-processors

AgriWebb remains liable for each act and omission of its Sub-processors in Processing the Personal Data as though it were an act or omission of AgriWebb.

5. Security of Processing

(a) AgriWebb implements and maintains appropriate technical and organisational security measures to protect the Personal Data as required by the Privacy Laws, including the security measures set out in Schedule 2.

(b) Customer agrees that the security measures set out in Schedule 2 meet the data security requirements of applicable Privacy Laws.

6. Personal Data transfers

6.1. Regions

(a) AgriWebb hosts the Software from, may transfer the Personal Data to and Process the Personal Data from, servers, infrastructure and premises located in Australia, the United States of America and the United Kingdom (**Regions**).

(b) AgriWebb will not transfer the Personal Data from these Regions except:

(i) on the documented instructions of Customer; or

(ii) as required by applicable Law, in which case AgriWebb will to the extent permitted by applicable Law, inform Customer of that legal requirement before transferring the Personal Data.

6.2. Model Clauses

(a) The Model Clauses apply to Personal Data that is transferred from the EEA or Switzerland, either directly or via onward transfer, to any country not recognised by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR). For the purposes of the Model Clauses:

(i) Customer is the "data exporter";

(ii) AgriWebb is the "data importer"; and

(iii) Schedules 1, 2 and 3 of this DPA apply in place of Appendices 1, 2 and 3 of the Model Clauses.

To avoid any doubt, the Model Clauses will not apply to transfers of Personal Data originating from Australia, the USA or any other location outside the EEA and Switzerland.

(b) If the Model Clauses apply, nothing in this section varies or limits the Model Clauses.

7. Data Breaches and Data Subject requests

7.1. Data Breaches

In the event of a Data Breach affecting the Personal Data, AgriWebb must:

(a) notify Customer without undue delay and use its best endeavours to do so within 48 hours of becoming aware of the Data Breach; and

(b) otherwise comply with its obligations under clause 6.3 (Data Breaches) of the Agreement to assist Customer to investigate, assess, mitigate, remedy and notify the Data Breach as required by applicable Privacy Laws.

7.2. Data Subject requests

(a) If AgriWebb or its Sub-Processors receives a request from a Data Subject in respect of the Personal Data under Privacy Laws (including the exercise of Data Subject rights), AgriWebb must:

(i) promptly forward the request to Customer; and

(ii) not, and use best endeavours to procure Sub-processors do not, respond to that request except:

(A) on the documented instructions of Customer; or

(B) as required by applicable Law, in which case AgriWebb will to the extent permitted by applicable Laws, inform Customer of that legal requirement before responding to the request.

(b) AgriWebb must (at Customer's cost) provide all information, cooperation and assistance reasonably required by Customer to respond to any Data Subject request in respect of the Personal Data.

8. Certifications and Audits

8.1. Certifications

(a) On Customer's written request, AgriWebb must provide such documents and information as may be necessary to demonstrate its compliance with this DPA, which may include:

(i) ISO 27001 certification documents;

(ii) SOC 1, SOC2 and SOC3 audit reports; and

(iii) third party security audit reports,

of AgriWebb or its Sub-processors. All such documents and information are the Confidential Information of AgriWebb for the purposes of clause 7 (Confidentiality) of the Agreement.

(b) On Customer's written request and at Customer's cost, AgriWebb must provide information, cooperation and assistance reasonably requested by Customer to fulfil its obligation conduct privacy impact assessments under applicable Privacy Laws.

8.2. Customer audits

(a) Customer must exercise any right it has to conduct an audit of the Processing of the Personal Data (including under the Model Clauses) by instructing AgriWebb to provide the documents and information referred to in section 8.1.

(b) If Customer wishes to change this instruction regarding an audit, then Customer must notify AgriWebb in writing. If AgriWebb declines to follow any instruction requested by Customer regarding an audit, Customer may terminate the Agreement (including the DPA) with immediate effect by providing notice in writing to AgriWebb.

(c) If the Model Clauses apply, nothing in this section varies or limits the Model Clauses.

9. Return and deletion of Personal Data

9.1. Termination

Upon Customer's written request or termination of the Agreement, AgriWebb must destroy or permit Customer to retrieve for a period of up to 30 days all Personal Data that remains in the possession of AgriWebb or its Sub-processors, subject to section 9.2.

9.2. Retention required by Law

AgriWebb may retain and continue to Process the Personal Data following Customer's request or termination of the Agreement, only to the extent and for such period as is required by applicable Laws.

10. General

To avoid any doubt, this DPA forms part of the Agreement and clause 14 (General) of the Agreement applies to this DPA accordingly.

Schedule 1 – Details of Processing

This Schedule 1 includes certain details of the Processing of Personal Data:

1. Subject matter and duration of Processing

The subject matter and duration of Processing of Personal Data are set out in the Agreement, including this DPA.

2. Nature and purpose of the Processing

Collecting, storing, copying, using, otherwise Processing the Personal Data for the purposes set out in section 3.1(b), including:

(a) account management;

(b) support and maintenance;

(c) information and database administration;

(d) marketing, market research and Customer engagement;

(e) creation of Derivative Materials, data science and analytics;

(f) risk management and quality control; and

(g) other purposes described in AgriWebb's privacy policy.

3. Types of Personal Data

Data relevant to the client relationship with an individual, including without limitation:

(a) full name (first, last and middle name, where applicable);

(b) personal contact information (for example, phone number, email address, mailing address;

(c) business contact information (for example, phone number, email address, fax number, mailing address);

(d) technical ID data (such as IP addresses);

(e) usage data; and

(f) other types of Personal Data described in AgriWebb's privacy policy.

4. Data Subjects

Customer, its Users and other individuals, including:

(a) Personnel of Customer;

(b) farmers and the Personnel of farmers; and

(c) other individuals who access and use the Software through Customer's account.

Schedule 2 – Technical and organisational security measures

1. Information Security Program

(a) All AgriWebb Software and associated Services are hosted on Amazon Web Services (**AWS**). This allows AgriWebb to leverage AWS' expertise and investment in physical, network and logical security practices of the leading cloud platform.

(b) AgriWebb is designed so that cloud-hosted services are not available to the public internet unless there is a requirement to do so, minimising the ability for malicious third-parties to access those services.

(c) Separate AWS environments are used for development, test and production systems.

(d) Access to the AWS environments is strictly limited to Personnel of AgriWebb who must have access and all access to protected by Multi-Factor Authentication (MFA). Direct access to systems is not possible by other than super-users.

(e) AgriWebb conducts reviews with AWS Solution Architects to validate any significant architectural change to ensure we are meeting best practice for, in particular, security, scalability and performance of the AgriWebb applications on the AWS platform.

2. Physical Security

Access to all AgriWebb premises requires an individually coded electronic identification device to enter. These premises are protected by an alarm system as well as an additional external security door that is locked afterhours.

3. Logical Security

(a) AgriWebb follows secure application development practices aligned with industry standards including the OWASP Top 10 and use static code analysis tools such as SonarCube to track adherence.

(b) All data transfers between the Customer and AgriWebb are encrypted and data is encrypted at-rest in the database.

Schedule 3: Sub-processors

The list of Sub-processors approved by Customer as at commencement of the Agreement are set out at https://ww.agriwebb.com/sub-processor-list and include:

Service	Purpose
Appcues	In app help messages and tours for user onboarding.
Auth0	Currently only used for server to server connections. Not currently used for customer authentication.
AWS	All record keeping is stored in relational databases and servers are used to process the information.
ChargeBee	Subscription management system
Calendly	Used to schedule product Demos and product sessions with customers.
Chartio	Visual analytics of product data.
Gocardless	Direct Debit processing
Google Analytics	Website Analytics
Hotjar	Website Analytics.
Intercom	Customer Engagement, Chat support.
Mixpanel	Analytics on customer usage and experience
New Relic	Tracks request data, performance metrics. Aggregate user data.
Raygun	Product error and performance tracking
ScaleGrid	Production database to provide AgriWebb services
Segment	Connect analytics between different 3rd party tools
Slack	Group chat service. Provides notifications and information on recently acquired and churned customers.
Stripe	Credit card processing
Xero	Invoices, subscription details

AgriWebb may also use one or more of its Affiliates as Sub-processors, which may include AgriWebb Pty Ltd and AgriWebb UK Limited (depending upon Customer's location).