

# Data Handling Agreement

## PARTIES

- (1) **LAMASATECH US, LLC**, a limited liability company organized in the State of Delaware having its principal office at 8 The Green, Suite 10929, Dover, DE, 19901, US; (**LamasaTech**); and
- (2) The customer that acquires any of LamasaTech product's from within the US either directly from LamasaTech or indirectly from reseller/distributor network, online or offline (**Customer**).

## BACKGROUND

- (A) The Customer has entered into one or more Supply Agreements (whether directly with LamasaTech or indirectly with reseller/distributor).
- (B) In connection with the products supplied pursuant to the Supply Agreement, LamasaTech may be required to Process Data on behalf of the Customer.
- (C) This Agreement sets out the additional terms, requirements and conditions upon which LamasaTech will Process Data when providing services to the Customer under Supply Agreements.

## AGREED TERMS

### 1. Definitions and interpretation

1.1. The following definitions and rules of interpretation apply in this Agreement.

1. **Agreement:** this Data Handling Agreement between LamasaTech and the Customer.
2. **API:** an application programming interface, being a set of clearly defined methods of communication between various software components.
3. **Application:** the software application(s) used by the Customer as identified in the Supply Agreement; the list of Applications available to the Customer are listed in Annex A.
4. **Applicable Law:** the federal, state and local laws, rules and regulations of the United States applicable to LamasaTech Processing Personal Data.
5. **Controller, Business, Processor, Service Provider, Contractor, Consumer, Data Subject, Personal Data and Personal Information:** have the meaning given to them in Applicable Law. Controller shall be used to describe a Controller or Business in this Agreement. Processor shall be used to describe a Processor, Service Provider or Contractor in this Agreement. Data Subject shall be used to describe a Data Subject or Consumer in this Agreement. Personal Data shall be used to describe Personal Data or Personal Information in this Agreement.
6. **Data:** Personal Data received from the Customer or a third party hosting such data for the Customer.
7. **Data Breach:** a breach of security to LamasaTech's IT systems leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Data transmitted, stored or otherwise Processed.

- 8. Good Industry Practice:** the standards practices, methods and procedures conforming to the law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking and under the same or similar circumstances to those required under this Agreement or the Supply Agreement.
- 9. Supply Agreement:** any agreement pursuant to which LamasaTech may Process Personal Data on behalf of the Customer, including an agreement for LamasaTech to provide the Application to the Customer, whether such agreement is between LamasaTech and Customer directly or indirectly between Customer and a reseller/distributor.
- 1.2.** The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
- 1.3.** A reference to writing or written includes email but not faxes.
- 1.4.** Without prejudice to clause 2, in the case of conflict or ambiguity between:
- (a) any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail; and
  - (b) any of the provisions of this Agreement and the provisions of a Supply Agreement, the provisions of this Agreement will prevail insofar as they relate to Applicable Law.

## **2. PURPOSE AND EFFECT OF THIS AGREEMENT**

- 2.1.** This Agreement is supplemental to and supersedes any terms relating to Applicable Law (including insofar as they relate to the Processing of Personal Data) in any Supply Agreement.
- 2.2.** Except as modified in this Agreement, the terms of each Supply Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Agreement and any such other agreement (including a Supply Agreement), the terms of this Agreement shall prevail to the extent that they relate to Applicable Law.

## **3. DATA PROTECTION**

- 3.1.** Both parties will comply with all applicable requirements of Applicable Law. This clause 3.1 is in addition to, and does not relieve, remove or replace, a party's obligations under Applicable Law.
- 3.2.** The parties acknowledge that for the purposes of Applicable Law, the Customer is the Controller and LamasaTech is the Processor. Annex B sets out the scope, nature and purpose of Processing by LamasaTech, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- 3.3.** Without prejudice to the generality of clause 3.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Data to LamasaTech for the duration and purposes of this Agreement and all Supply Agreements, and the Customer, not LamasaTech, shall be solely responsible for managing and processing any Data Subject rights requests or Consumer rights requests, as the case may be, with respect to the Personal Data. The Customer shall promptly (and in any event within legally required timeframes) notify LamasaTech in

the event that Customer no longer has permission to enable a lawful transfer of Personal Data to LamasaTech for the duration and purposes of this Agreement and all Supply Agreements. Customer agrees that LamasaTech may make available features in the applicable LamasaTech product for Customer to provide such notice; Customer will use such features to communicate with LamasaTech.

**3.4.** Without prejudice to the generality of clause 3.1, LamasaTech shall, in relation to any Data Processed in connection with the performance by LamasaTech of its obligations under this Agreement and all Supply Agreements:

- (a) Process that Data only for the purpose of implementing and operating the Application and/or otherwise on the written instructions of the Customer, unless LamasaTech is required by any Applicable Law to process the Data.
- (b) Ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of the Data and against accidental loss or destruction of, or damage to, the Data, appropriate to the harm that might result from the unauthorized or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting the Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it;
- (c) Ensure that all personnel who have access to and/or Process Data are obliged to keep the Data confidential;
  - (i)
- (d) Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under Applicable Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) Notify the Customer without undue delay on becoming aware of a Data Breach;
- (f) At the written direction of the Customer, delete or return the Data and copies thereof to the Customer on termination of this Agreement or (as the case may be) the relevant Supply Agreement (unless required by Applicable Law to store the Data); provided, however, that LamasaTech shall be permitted to retain Data that are stored on its IT backup and disaster recovery systems until the ordinary deletion thereof; and
- (g) Maintain complete and accurate records and information to demonstrate its compliance with this clause 3.4.

## **4. DATA TRANSFER**

**4.1.** Subject to the provisions of this Agreement, the Customer permits LamasaTech to Process Data.

**4.2.** LamasaTech shall not be in breach of its obligations under this Agreement or any Supply Agreement if it cannot Process Data due to the Customer transferring it in a format which is not compatible with LamasaTech's IT systems.

- 4.3. Prior to leaving the Customer's IT systems (or the IT systems of a third party hosting the Data), the Data will be copied by the Customer from its system, suitably encrypted, then transferred by the Customer to LamasaTech's IT systems by electronic means (which may include the HTTPS protocol). Once in receipt of such Data, LamasaTech shall take all reasonably necessary precautions designed to ensure the subsequent security of the Data in accordance with Good Industry Practice.
- 4.4. Where LamasaTech has access to connect to the Customer's IT systems directly, LamasaTech accepts responsibility for packaging the Data and transferring it securely to LamasaTech's IT systems. If LamasaTech accesses Data through an API provided by the Customer, it shall take all reasonably necessary precautions designed to ensure safe passage of the Data and, once in receipt of it, for the subsequent security of the Data in accordance with Good Industry Practice.

## 5. **OWNERSHIP AND RETURN OR DESTRUCTION OF CUSTOMER DATA**

- 5.1. The Customer shall retain ownership and control of the Data and may retrieve the Data in accordance with this clause 5.1 by giving LamasaTech not less than fourteen (14) days' prior written notice.
- 5.2. LamasaTech shall not be obliged to retain any copy of the Data once it has been retrieved by, or otherwise returned to, the Customer, unless required to do so (and only insofar as it is required to do so) by Applicable Law.

## 6. **SUB-PROCESSORS**

- 6.1. Where LamasaTech engages another Processor for carrying out specific Processing activities on the Customer's behalf (**Sub-Processor**), in relation to each Sub-Processor:
- (a) The Customer acknowledges and hereby authorizes LamasaTech to engage in connection with exercising its rights and performing its obligations under this Agreement (and each Supply Agreement) with one or more Sub-Processors, including, without limitation, those Sub-Processors set out in Annex B.

## 7. **LamasaTech shall remain fully liable to the Customer for any failure by a Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data under this Agreement and any Supply Agreement in relation to which a Sub-Processor is appointed by LamasaTech.**

### **FURTHER WARRANTIES AND INDEMNITY**

- 7.1. Without prejudice to clause 3.3, prior to providing any Data to LamasaTech, the Customer shall provide to each Data Subject a data privacy notice in accordance with Applicable Law and Good Industry Practice, informing the Data Subject of a description of the Data to be Processed, the purpose or purposes for which the Data Subject's Personal Data will be Processed, and any other information that, having regard to the specific circumstances of the collection and expected Processing, is required to enable fair Processing in accordance with Applicable Law, and obtain all consents necessary for LamasaTech to Process the Data in accordance with the terms of the Supply Agreement and this Agreement. The Customer represents and warrants that no Data transferred by the Customer to LamasaTech will include any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

“HIPAA” means the Health Insurance Portability and Accountability Act, as amended and supplemented.

- 7.2.** The Customer shall indemnify LamasaTech against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by LamasaTech (**Losses**) arising out of or in connection with the Customer’s breach of its obligations pursuant to clauses 3 or 7.1.
- 7.3.** Notwithstanding the generality of clause 7.2, the Customer acknowledges that LamasaTech is reliant upon the Customer for direction as to the extent to which the Customer is entitled to use and Process Data under this Agreement and the Supply Agreements. Consequently, the Customer agrees to indemnify and keep indemnified and defend at its own expense LamasaTech against all Losses incurred by LamasaTech or for which LamasaTech may become liable, to the extent that such liability arises from the Customer’s instructions in relation to Data.

## **8. TERM AND TERMINATION**

- 8.1.** This Agreement will remain in full force and effect so long as:
- (a) any Supply Agreement remains in effect; or
  - (b) LamasaTech retains in its possession or control, any Personal Data related to a Supply Agreement.
- 8.2.** Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of a Supply Agreement in order to protect Personal Data or otherwise ensure compliance with Applicable Law will remain in full force and effect.

## **9. GENERAL**

- 9.1.** This Agreement, together with the terms of the relevant Supply Agreement (as amended by this Agreement) constitutes the entire agreement and understanding between the parties with regard to its subject matter (including without limitation insofar as it relates to Applicable Law) and with respect to all matters which are referred to and shall supersede any previous agreements between the parties in relation to the matters referred to in this Agreement.
- 9.2.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Delaware, USA. Subject to this clause 9.2, each party irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of Delaware and located in Wilmington, Delaware and waives any objection which it may have now or in the future to the federal and state courts of the State of Delaware being nominated for the purpose of this Section on the grounds of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

## **ANNEX A**

### **A. – Applications that may be used by the Customer, the Applications used by Customer will be listed in the Supply Agreement**

- TouchMedia Platform – Various touch screen applications
- Survey system – Survey and feedback system
- PeakSignage – Digital interactive or non-interactive signage system
- VisiPoint (including MIPS and Smartpass) – Visitor and Personnel Management System
- TouchRetail – Digital interactive catalogue application for retailers
- LamasaTech support systems

## ANNEX B

### B. – Customer Data shared between the Customer and LamasaTech

#### Processing by LamasaTech for TouchExhibition, “also known as “TouchMedia”

##### 1.1 Subject matter of processing

- Processing on behalf of Customer to provide such Customer with access to LamasaTech’s “TouchExhibition” Product

##### 1.2. Nature and purpose of processing

- To authorize donations from TouchExhibition, send reminder emails close to donation expiry and (where provided) to push the end user’s name and personal message to public displays

##### 1.3. Duration of processing

- 3 Years from when the user data has been submitted; if the Supply Agreement is renewed, then 3 Years from the start of the renewal term.

##### 2. Types of personal data

###### Customer account data

- Admin name
- Admin email
- Admin password to access the system
- Admin audit trail, history log and actions across the system

###### Donor/user name

- Name
- Email
- DOB
- Address
- Location
- Donation Amount
- Personal Message (shown to the public)
- Gift-aid consent
- Incomplete Shopping Cart
- Personal photo
- Uploaded photos
- Answers to surveys / questionnaires
- Cookie opening emails
- Links clicked and pages Visited
- Anonymous activity (pages and items clicked)

##### 3. Categories of data subject

- Customer employees/agents/subcontractors
- Donors/system end users

##### 4. Sub-processors

- LamasaTech’s credit card payment suppliers (payments are not processed by LamasaTech) – [United Kingdom, Ireland, Germany]
- Analytics companies, including Google, hotjar – [United States, Ireland, Netherlands]
- [X Digital Group], LamasaTech’s partner for support issues – Egypt

## Processing by LamasaTech for VisiPoint

### 1.1 Subject matter of processing

- Processing on behalf of Customer to provide such Customer with access to LamasaTech's "VisiPoint" Product

### 1.2. Nature and purpose of processing

- Retrieving and posting data from school MIS (management information system) through Wonde (third party)
- Retrieving and posting data to Customer's CRM provider (when requested)
- Retrieving and posting data to Customer's other systems (i.e. University system) as requested
- Retrieving and posting calendar appointments (if calendar module is purchased)
- Verifying identity and DBS check (if the Customer has purchased the required API)
- Service to send text messages to mobile operators (if the Customer has purchased the SMS package)

### 1.3. Duration of processing

- During the term of a Supply Agreement, 7 years unless otherwise requested by the customer
- 30 days from customer account termination

## 2. Types of personal data

### Customer's account:

- Admin Name
- Admin email
- Admin audit trail, history log and actions across the system
- Admin's photo
- Admin's contact number
- Admin's IP address
- Admin's web browser agent and device details
- Admin's password to access the system

### Customer's users:

- Name
- Address
- E-mail
- Gender
- Phone number
- Department
- Car Registration
- Photo
- Company
- Certificate log and document
- DOB
- Pupil/student
  - Class
  - Attendance
  - Student ID number
  - Signature
- Terms and conditions agreed
- Survey/Feedback answers given
- Certificates provided
- Email opens
- Links clicked on emails (confirm appointment, etc.)

### If requested by the Customer:

- User location, if using geowayfinding that identifies a specific user around the campus/factory for safety reasons; or
- If no safety reason is required, anonymous user data collected for analytics and reporting

### If using the "VisiPoint Passport" app:

- Device details



- Device location
- Activity conducted by the user across the app

If the facial recognition module is purchased:

- Data subject's facial image is processed for sign in/out
- Data subject's temperature (If a temperature compatible device is purchased)

If the Governance module is purchased:

- Visitor/Staff/Contractor scanned ID documents for automated verification of their identity
- Visitor/Staff/Contractor scanned ID documents for staff to manually verify their identity
- Visitor/Staff/Contractor scanned ID documents for verification of their identity  
(NB ID document type is defined by the data subject (e.g. passport/driving license/student card))

3. Categories of data subject

- Staff
- Visitor
- Contractor
- Pupil
- Student

4. Sub-processors/Countries

- X Digital Group, LamasaTech's support partner for support issues that require developer's intervention – Egypt
- Bitrix24 – for customer support tickets, chat requests and CRM information

## Processing by LamasaTech for PeakSignage, TouchRetail and Survey System

### 1.1 Subject matter of processing

- Processing on behalf of Customer (who is also the controller of the data) to provide such Customer with access to LamasaTech's "VisiPoint" Product

### 1.2. Nature and purpose of processing

- Collecting anonymous feedback from the user through public kiosk terminals, or web links – Unless the customer has designed the question to include any personal data – in which the system will store and process the personal information about the user in question and their associated responses.
- Admin email and data to access the portal
- Calculate scores based on the user inputs
- Generate reports for the customer based on the criteria selected
- Generate Realtime alerts based on specific criteria being met
- Anonymous analytics to understand the user behaviour throughout the system for future product improvement.

### 1.3. Duration of processing

- During the term of a Supply Agreement, 7 years unless otherwise requested by the customer
- 30 days from customer account termination

## 2. Types of personal data

### Customer's account:

- Admin Name
- Admin email
- Admin audit trail, history log and actions across the system
- Admin's contact number
- Admin's IP address
- Admin's web browser agent and device details
- Admin's password to access the system

### Customer's users:

- Depends on the fields the customer creates in the system. Such fields can be name, email, telephone number, or general text box.

### If requested by the Customer:

- Processing the data entered by the user whether anonymously or identifiable personal information to view the data, generate reports, alerts, or to export the data in various formats.
- Process the data to produce graphical charts and calculate various scores based on the user's input.

## 3. Categories of data subject

- Admins
- Users

## 4. Sub-processors/Countries

- X Digital Group, LamasaTech's support partner for support issues that require developer's intervention – Egypt
- VOC Metric, LamasaTech's partner to calculate and create the required reports/scores and support
- LamasaTech's credit card payment suppliers (payments are not processed by LamasaTech) – [United Kingdom, Ireland, Germany]
- Analytics companies, including Google, hotjar – [United states, Ireland, Netherlands]
- Bitrix24.eu – for customer support tickets, telephony support/sales, chat requests and CRM information