

# Data Handling Agreement

TouchExhibition, TouchRetail, Geowayfinding, VisiPoint, PeakSignage, Survey system are brands of LamasaTech Ltd

## PARTIES

- (1) **LAMASATECH LTD** incorporated and registered in England and Wales with company number 7079886 whose registered office is at Number 33, Bellingham Drive, North Tyne Industrial Estate, NE12 9SZ, United Kingdom (**LamasaTech**); and
- (2) The customer that acquire any of LamasaTech product's from within the UK and the EU either directly from LamasaTech Ltd. or indirectly from reseller/partner network, online or offline.

## BACKGROUND

- (A) The Customer and LamasaTech have entered into one or more Supply Agreements.
- (B) In fulfilling its obligations and exercising its rights under the Supply Agreements, 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.

**API:** an application programming interface, being a set of clearly defined methods of communication between various software components.

**Application:** the software application(s) used by the Customer, as set out at ANNEX A.

**Applicable Law:** the laws of any member of the European Union or the laws of the European Union applicable to LamasaTech to Process Personal Data.

**Controller:** has the meaning given to it in the Data Protection Legislation.

**Data:** any data (including any Personal Data within it) received from the Customer or a third party hosting such data for the Customer.

**Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed.

**Data Protection Legislation:** until 25 May 2018, the national laws implementing the Data Protection Directive 95/46/EC and then, on and from 25 May 2018: (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

**Data Subject:** has the meaning given to it in the Data Protection Legislation.

**EEA:** the European Economic Area.

**GDPR:** the General Data Protection Regulation (EU) 2016/679.

**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.

**Personal Data:** has the meaning given to it in the Data Protection Legislation.

**Processing:** has the meaning given to it in the Data Protection Legislation and “**Process**” and “**Processed**” shall be construed accordingly.

**Processor:** has the meaning given to it in the Data Protection Legislation.

**Standard Contractual Clauses:** the standard contractual clauses for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of protection, as set out in Commission Decision (2010) 593 as updated, amended or superseded from time to time.

**Sub-Processor:** has the meaning given to it at clause 6.1.

**Supply Agreement:** any agreement between the parties 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.

- 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 the Data Protection Legislation; and.
  - (c) any of the provisions of this Agreement and any executed Standard Contractual Clauses, the provisions of the executed Standard Contractual Clauses will prevail.

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

- 2.1. This Agreement is supplemental to and supersedes any terms relating to Data Protection Legislation (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 Data Protection Legislation.

### 3. DATA PROTECTION

- 3.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 3.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 3.2. The parties acknowledge that for the purposes of the Data Protection Legislation, 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 Contracts.
- 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 Contracts:
- (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. Where LamasaTech is relying on laws of a member of the European Union or European Union law as the basis for Processing Data, LamasaTech shall promptly notify the Customer of this before performing the Processing required by Applicable Law unless such Applicable Law prohibits LamasaTech from so notifying the Customer;
  - (b) subject to clause 3.6, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised 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 unauthorised 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, pseudonymising 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 organisational measures adopted by it and without limitation to the foregoing, each of the technical and organisation measures detailed at "Addendum Technical and Organisational Measures";
  - (c) ensure that all personnel who have access to and/or Process Data are obliged to keep the Data confidential; and
  - (d) not transfer any Data outside of the EEA unless the prior written consent of the Customer has been obtained (not to be unreasonably withheld or delayed) and the following conditions are fulfilled:
    - (i) the Customer or LamasaTech has provided appropriate safeguards in relation to the transfer;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;

- (iii) LamasaTech complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) LamasaTech complies with reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Data;
- (e) 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 the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Data Breach;
- (g) 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); and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 3.4.

**3.5.** Either party may, at any time on not less than 30 days' notice, revise this clause 3 by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme.

**3.6.** LamasaTech may (acting reasonably) make changes at its own cost to the technical and organisational measures set out in "Addendum Technical and Organisational Measures" as necessary to ensure ongoing compliance with clause 3.4(b).

#### **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 secure electronic means (which may include the HTTPS protocol). Once in receipt of such Data, LamasaTech shall take all reasonably necessary precautions 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 system 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 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 authorises LamasaTech to engage in connection with exercising its rights and performing its obligations under this Agreement (and each Supply Agreement) those Sub-Processors set out in Annex B, which includes the identities of those Sub-Processors and their country of location (**Approved Sub-processors**);
  - (b) LamasaTech may amend or update the Approved Sub-Processors list or propose the appointment of one or more Sub-Processors by providing written notice to the Customer of any proposed new Sub-Processor. The Customer may notify LamasaTech promptly in writing within fourteen (14) calendar days after receipt of LamasaTech's notice if it has a reasonable basis for objecting to a new Sub-Processor. LamasaTech shall not appoint (or disclose any Personal Data to) that proposed Sub-Processor until reasonable steps have been taken to address the objections raised by the Customer and the Customer has been provided with a reasonable written explanation of the steps taken;
  - (c) Prior to giving any Sub-Processor access to Personal Data, LamasaTech shall ensure that such Sub-Processor has entered into a written agreement with LamasaTech including terms in the contract between LamasaTech and the proposed Sub-Processor which impose obligations upon the Sub-Processor when Processing Personal Data which are substantially the same as those imposed upon LamasaTech pursuant to clause 3.4 and the requirements of article 28(3) of the GDPR and (without prejudice to clauses 7.2 and 7.3) 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; and
  - (d) To the extent that such sub-Processing does not occur in the EEA or in circumstances or in a country that is the subject of a valid adequacy decision by the European Commission (**Restricted Country**), LamasaTech may only authorise a third party to process the Personal Data in a Restricted Country if the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand LamasaTech and on the other hand the Sub-Processor or, if requested by the Customer and required by Data Protection Legislation, the Customer has entered into (or has procured that any relevant third party has entered into) a Controller to Processor data transfer agreement incorporating the Standard Contractual Clauses.

## **7. 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 the Data Protection Legislation, informing the Data Subject of the Customer's identity and its appointed data protection representative, 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 the Data Protection Legislation. LamasaTech will not modify or alter such privacy notice in any way without the Customer's prior written consent (not to be unreasonably withheld or delayed).
- 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 Data Protection Legislation 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 the Data Protection Legislation) 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 England and Wales, whose courts shall have exclusive jurisdiction.

## **A. – Applications that may be used by the Customer**

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

## **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 LamasaTech’s end customer (who is also the controller of the data) to provide such end user’s customer with access to LamasaTech’s “TouchExhibition” Product

#### 1.2. Nature and purpose of processing

- To authorise 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 the user data has been submitted or renewed.

#### 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

## Processing by LamasaTech for VisiPoint

### 1.1 Subject matter of processing

- Processing on behalf of LamasaTech's end customer (who is also the controller of the data) to provide such end user's 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

- 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. Additional Integrations

- Wonde API

Our systems uses Wonde API to read and write back to student attendance record to various school's MIS system. This is available only for customers that activate Wonde integration and integrate their MIS system with VisiPoint.

- Google Directory

Our system uses Google APIs to integrate with your active directory. This is applicable only for customers that activate an integration with Google Directory via their dashboard.

Our application uses Google API Services to access and use information from Google active directory for functionality purposes. We ensure that our use of your data strictly adheres to Google's API Services User Data Policy, particularly the Limited Use requirements. Your data accessed through these services is handled with utmost care and respect to your privacy. For more information, please review the [Google API Services User Data Policy](https://developers.google.com/terms/api-services-user-data-policy) (<https://developers.google.com/terms/api-services-user-data-policy>).

- Microsoft Azure Active directory – to sync users with VisiPoint.

Our system uses Azure APIs to integrate with your active directory. This is applicable only for customers that activate an integration with Azure Active Directory via their dashboard.

- Paxton cloud – to sync access records.

Our systems use Paxton API, to integrate with their Access Control module. This is only applicable for customers that activate an integration with Paxton via their dashboard.

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

### 1.1 Subject matter of processing

- Processing on behalf of LamasaTech's end customer (who is also the controller of the data) to provide such end user's 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

- 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

## Approved sub processors

- Stripe and chargebee - LamasaTech's credit card payment suppliers and processor (payments are not processed by LamasaTech) – [United Kingdom, Ireland, Germany]
- Analytics companies, including Google, hotjar, Albacross – [United states, Ireland, Netherlands]
- Procrew, LamasaTech's partner for support issues – [Egypt]
- VOC Metric, LamasaTech's partner to calculate and create the required reports/scores and support for survey systems.
- Bitrix24.eu – for customer support tickets, telephony support/sales, chat requests and CRM information
- Getgist – as a live chat system for customer support and customer lifecycle
- Amazon services – part of our services use amazon services including VisiPoint.
- Linode – part of our services uses Linode enterprise cloud services for distributed hosting in different geographical regions and data scaling.
- Digital Ocean – for hosting Touch retail, touch exhibition applications
- Hetzner – for hosting Peak signage applications.
- Google app services that provide email services
- Google APIs – used for various integration with google services.
- Microsoft APIs – used for various integration with Microsoft Azure services.
- Wonde – used for VisiPoint integration with school MIS systems.
- Sendgrid, Twilio and Mailgun – email and SMS service providers, for transactional and marketing emails.