

Data Processing Agreement

According to the EU General Data Protection Regulation (GDPR)

Version 1.4.2 of This Agreement was created on July 22, 2024.

This Data Processing Agreement (this “DPA”), effective as of the DPA Effective Date (defined below), is entered into by and between **Topsys** (“Topsys”, “we”, or “us”, “Processor”) and the **customer** that accepts or otherwise agrees or opts-in to this DPA (“Customer”, or “you”).

1 Introduction, area of application, definitions

- (1) This DPA stipulates the rights and obligations of the Customer and Topsys (henceforth referred to as the ‘Parties’) in the context of processing personal data on behalf of the Customer.
- (2) This contract applies to all activities for which Topsys’s employees or any subcontractors tasked with processing the Customer’s personal data.
- (3) The terms used in this DPA have the meaning given in the EU General Data Protection Regulation (GDPR).
- (4) “The Service” means the provisioning of property management and hospitality applications and related solutions as described on www.topsys.fr
- (5) “Customer Data” means data you submit to, store on, or send to us via the Service.
- (6) “Subcontractor” means a third party that we use to process Customer Data to provide parts of the Service or related technical support. Additional services, such as transportation, maintenance and cleaning, as well as using telecommunication services or user services, do not apply.
- (7) “Data Breach” means a breach of Topsys’s security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to Personal Data.
- (8) “in writing”, means the written form, or in another form under the condition that suitable verification is ensured.
- (9) “Master Contract” means the subscription.
- (10) “Standard Contractual Clauses” or “SCCs” mean the standard contractual clauses as approved by the European Commission pursuant to its decision 2021/914 of 4 June 2021.

2 Scope and duration of the data processing

2.1 Scope

Topsys is processing Customer data to provide services for property management and hospitality applications, as described on www.topsys.fr.

2.2 Duration

Processing will be done for the duration of the Master Contract.

3 Nature and purpose of collecting, processing or using the data

Topsys stores and processes Personal Data to provide the Service and related technical support, as described in **Appendix 1**.

4 Obligations of Topsys

- (1) Topsys will only process Personal Data as contractually agreed or as instructed by you, unless we are legally obliged to carry out a specific type of data processing. In this case, we will inform you thereof prior to processing the data, unless informing you is illegal. We will not use Personal Data provided for processing for any another purpose, specifically our own.
- (2) We are aware of the applicable legal provisions on data protection, and will observe the principles of correct data processing.
- (3) We will maintain strict confidentiality when processing the Personal Data.
- (4) Any individuals who could have access to the data processed on behalf of the Customer are obliged in writing to maintain confidentiality, unless they are already legally required to do so via another written agreement.
- (5) Topsys ensures that employees processing Personal Data have been made aware of the relevant data protection provisions as well as this DPA before starting to process the data. We regularly train and sensitize employees processing Personal Data, and ensure they are adequately instructed and supervised on an ongoing basis in terms of fulfilling data protection requirements.
- (6) In connection with the commissioned data processing, Topsys will support the Customer when designing and updating the list of processing activities and implementing the data protection assessment. All data and documentation required will be provided and immediately made available to the Customer upon request.
- (7) If the Customer is subject to the inspection of supervisory authorities or any other bodies, or should affected persons exercise any rights against you, we will support you to the extent required, if the Personal Data being processed on behalf of the Customer is affected.
- (8) We will only provide information to third parties with your prior consent, and will immediately forward you inquiries sent directly to us.
- (9) Topsys has appointed a data protection officer, who you can contact directly under support@topsys.fr. Up to date contact information will be available on www.topsys.fr.
- (10) Any data processing may only be carried out in the EU or EEC or, if the Subcontractor provides the agreed service outside the EU/EEA, the Supplier shall ensure compliance with EU Data Protection Regulations by appropriate measures.

5 Technical and organisational measures

- (1) **Appendix 2** describes the technical and organisational measures Topsy takes to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access.
- (2) We may update our technical and organisational measures from time to time, but only in a way that will not result in the degradation of the overall security of the Service and Customer Data. We will inform you when that happens. Significant changes will only be done when the Parties agree.
- (3) Should the security measures implemented by Topsy not, or no longer, be sufficient, we will inform you immediately.
- (4) Topsy ensures that Personal Data processed on behalf of the Customer is kept strictly separate from any other data.

6 Stipulations on correcting, deleting and blocking data

- (1) Topsy will only correct, delete or block data processed on behalf of the Customer, if this is in accordance to the Agreement, or when instructed by the Customer. If an individual person contacts us directly with such an instruction, we will forward the request to you.
- (2) Topsy shall comply with the respective instructions provided by the Customer at all times and also after the termination of this DPA.

7 Subcontracting

- (1) Subcontractors may only be appointed on an individual basis with the Customer's written consent as explained in paragraph 6 of this article.
- (2) Consent is only possible if the Subcontractor is subject to a contractual minimum of data protection obligations, which are comparable with those stipulated in this DPA. The Customer can inspect the relevant contracts between Topsy and the Subcontractor upon request.
- (3) The Customer's rights must also be able to be effectively exercised against the Subcontractor. The Customer must have the right to carry out inspections, or have them carried out by third parties to the extent specified here.
- (4) Subcontractors who are not located and do not operate exclusively within the EU or EEC, can only be appointed, if they meet data protection standards comparable to this DPA. We will provide you with information about the specific data protection guarantees provided by the Subcontractor and how evidence thereof can be obtained.
- (5) Topsy will only transfer data processed on behalf of the Customer to the Subcontractor, after all conditions for appointing a Subcontractor have been met.
- (6) The Customer agrees to the appointment of the Subcontractors described in **Appendix 3**. A list of our current Subprocessors is available at or such other website as Topsy may designate ("Subprocessor Page"). We may update the Subprocessor Page to reflect any changes in Subprocessors. We will provide thirty (30) days' prior written notice to you if you subscribe to receive notice via the mechanism on the Subprocessor Page. During this period you will have the opportunity to object on such change of subprocessor list.

8 Rights and obligations of the Customer

- (1) The Customer is solely responsible for assessing the admissibility of the processing requested and for the rights of affected parties.
- (2) The Customer shall document all orders, partial orders or instructions. In urgent cases, instructions may be given verbally. These instructions will be immediately confirmed and documented by Topsy.
- (3) The Customer shall immediately notify Topsy if it finds any errors or irregularities when reviewing the results of the processing.
- (4) The Customer is entitled to inspect compliance with the data protection provisions and contractual agreements with Topsy to an appropriate extent, either personally or by third-parties. This includes obtaining information and accessing the stored data and the data processing programs as well as other on-site inspections. Topsy must make it possible for all individuals entrusted with carrying out audits to access and inspect as required. Topsy is required to provide the necessary information, demonstrate the procedures and provide the necessary documentation for carrying out inspections.
- (5) Inspections at Topsy's premises must be carried out without any avoidable disturbances to the operation of our business. Unless otherwise indicated for urgent reasons, which must be documented by the Customer, inspections shall be carried out after appropriate notice and during Topsy's business hours, and not more frequently than every 12 months.

9 Notification obligations

- (1) Topsy will immediately notify you of any Data Breaches, latest 24 hours from the moment we realise a Data Breach has occurred. This notification must contain at least the following information:
 - a. A description of the type of the Data Breach including, if possible, the categories and approximate number of affected persons as well as the respective categories and approximate number of the personal data sets;
 - b. The name and contact details of the data protection officer or another point of contact for further information;
 - c. A description of the probable consequences of the personal data protection infringement;
 - d. A description of the measures taken or proposed by Topsy to rectify the personal data protection infringement and, where applicable, measures to mitigate their possible adverse effects.
- (2) Topsy will immediately inform you of any inspections or measures carried out by supervisory authorities or other third parties if they relate to the commissioned data processing.
- (3) Topsy will support you fulfilling your communication obligations towards affected persons of a Data Breach by providing all relevant information, in accordance with Art. 34 GDPR.
- (4) Topsy supports the customer in complying with the obligations in Articles 32 to 36 of the GDPR for the security of personal data, reporting obligations in the event of data breaches, data protection impact assessments and prior consultations. These include obligation to:
 - a. ensure an appropriate level of protection through technical and organizational measures that take into account the circumstances and purposes of the processing as well as the

- forecast probability and severity of a possible violation of the law due to security gaps and enable an immediate detection of relevant violation events;
- b. immediately report personal data breaches to the customer;
 - c. Support the Customer within the scope of his obligation to provide information to the data subject and to provide him with all relevant information immediately in this context;
 - d. assist the Customers in their data protection impact assessment;
 - e. support of the customer in the context of previous consultations with the supervisory authority.

10 Instructions

- (1) The Customer reserves the right of full authority to issue instructions concerning data processing on their behalf.
- (2) Topsy will immediately inform the Customer if an instruction issued by the Customer violates, in its opinion, legal requirements. Topsy is entitled to forego carrying out the relevant instructions until they have been confirmed or changed by the party responsible on behalf of the Customer.
- (3) Topsy is to document the instructions issued and their implementation.

11 Ending the commissioned processing

- (1) When terminating the DPA or at any time upon your request, Topsy will either destroy the data processed as part of the commission or submit the data to you at your discretion. All copies of the data still present will also be destroyed. The data will be destroyed in such a way that restoring or recreating the remaining information will no longer be possible, even with considerable effort.
- (2) Topsy is obligated to immediately ensure the return or deletion of data from Subcontractors.
- (3) Topsy must provide proof of the data being properly destroyed and immediately submit this proof to the Customer.
- (4) Topsy will keep any documentation that serves the purpose of providing proof of proper data processing according to the respective retention periods, including the statutory period after the DPA has expired. We may submit the respective documentation to you once our contractual obligations have ended.

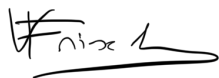
12 Jurisdiction, Law

- (1) The place of jurisdiction for any disputes arising from this Agreement shall be Paris, France.
- (2) This DPA and all appendixes related hereto shall be governed exclusively by the French law.
- (3) By signing of this DPA Topsis and the Customer agree that all previous DPAs cease to exist.

Paris,

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Customer



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Topsis

Appendix 1 – Details of data processing

Topsys stores and processes guest data on your behalf.

Data:

- ID/Passport data;
- Name;
- Email address;
- Address and communication data;
- Nationality;
- Gender;
- Date of birth;
- Free text comment (which technically can include personal data);
- Invoice address

Recipients: Topsys employees working in product development and support can access this data, to provide support and help. This access is read-only, unless you request modifications or deletion of data in written form.

All Subcontractors are listed in Appendix 3.

Appendix 2 – Technical and organizational measures

See the sections *General Notes* and *Data processed on behalf (“Guest data”)* in the document *Topsys – Technical and Organizational measures*.

Appendix 3 –Subcontractors

Subcontractors		
Tool	Purpose	Privacy Policy
Make.com (US)	Topsys uses Make.com to connect Apaleo's API between them and with others Applications. Thereby, personal data could be stored and processed on Make.com's AWS servers. Support team have access to the end users and customers personal data. The access is secured by a personal login.	https://www.make.com/en/privacy-notice
OVH (FR)	Topsys use OVH as infrastructure. Thereby, personal data is stored and processed on OVH servers.	https://www.ovhcloud.com/fr/personal-data-protection/
Sinch Email	Topsys use Sinch Email for an emailing tool. For this process, personal data is processed to Sinch Email.	https://www.mailjet.com/legal/privacy-policy/
Magic Online (FR)	Topsys use Magic Online as infrastructure. Thereby, personal data is stored and processed on OVH servers.	https://www.magic.fr/politique-de-confidentialite/
Zoho (US)	Topsys use Zoho as infrastructure and analytics. Thereby, personal data is stored and processed on Zoho servers.	https://www.zoho.com/security.html https://www.zoho.com/privacy.html

Topsys – technical and organizational measures

July 22, 2024

General notes

Awareness

Protecting the personal data we are entrusted with is very important to Topsys. New functionality as well as changes in the overall architecture are discussed with by the security and privacy officer before they are implemented, to assess security risks and compliance. All members of the Topsys product and support team received a software security and data privacy awareness training, which is refreshed at least once a year.

Data of customers and their employees, website visitors, leads and App providers

Controlled Access

Only Topsys employees working in support, marketing and sales are allowed to access personal data of customers, website visitors, leads, and App providers. The master copy of all personal data is stored and processed using selected cloud software. Access is restricted via username and password, and when available multi-factor-authentication.

Only short-lived copies (typically hours, maximum 7 days) for fulfilling specific tasks that cannot be done using any of the selected cloud software can exist on electronic devices of members of the Topsys support, sales and marketing team. Access to those devices is restricted minimum with user name and password, in some cases via biometrical identification.

Passwords need to adhere to a strict policy, which is regularly adopted to latest security standards.

Auditing

Modification of personal data is:

- logged by Zoho (on a field level) and Zoho Workdrive (on a document level)
- impossible in Microsoft Office 365. All user entered information is immutable.
- Not possible in Zoho desk, but data can be deleted. Employees have been briefed to not delete data without checking back with the privacy officer.
- Not audited and possible for all administrators in WP-Engine. The administrators have been briefed to not change the personal data provided by others.

Data processed on behalf (“Guest data”)

Controlled Access

Only Topsys employees working in product development and support in France can access personal data. The master copy of all personal data is stored and processed using selected cloud software.

The protected system components are:

- 1) Magic Online network and data centers which are protected by a Vanguard anti-DDOS system to prevent denial of services attacks. Added to this is an out-of-band management infrastructure allowing access to all of the network equipment in the event of a failure of the main network. Strictly controlled access with security personnel on site 24 hours a day, 365 days a year. Supervision coverage from the center to the exterior perimeter of the site. Multi-security access points: RFID cards, biometric palm scanners, color video surveillance. Automatic call to the police in the event of an intrusion. All data centers used by Magic OnLine have obtained ISO27007, ISO9001 and PCI-DSS certification.
- 2) Code Repository on Github.com.
- 3) Zoho Creator provides logical separation between customer data. The storage and backup of data is carried out securely. All customer data is stored in data centers spread across several geographic areas to guarantee security and high availability. In addition, Zoho has ISO 27001/27017/27018 certification and complies with the SOC 2 standard.

Access to the protected system components is restricted via individual username and password, and when available multi-factor-authentication is enforced. The group of people with access to the certain system components is limited to a minimum and by proper configuration of access policies the access rights are also limited to those rights required to perform the job. The group of admins and the access policies are reviewed on a regular basis. Whenever an employee leaves the company all his accounts are deleted immediately.

The use of shared or default user ids is prevented, and default user ids are removed where possible. The passwords for the remaining default user ids are stored in a secure password vault only a limited group of people has access to.

Only short-lived copies (typically minutes, maximum 24 hours) for investigations of the support team can exist on electronic devices of members of the Topsy support team. Access to those devices is restricted minimum with user name and password, in some cases via biometrical identification.

Passwords need to adhere to a strict policy, which is regularly adopted to latest security standards.

Auditing

For the databases and object store, access are logged, including the user's identifier.

It is not possible to modify data through the used logging cloud services. Only the person designated to be on-call is supposed to access them for development and support reasons, but access is not logged by these systems.

Topsy applications only use data retrieved from others applications without giving the possibility for the user to modify them.

Data separation

Data of different customers is separated in the object store and databases. Test and productive data for a customer are separated. It is not possible to mix data for different customers within one

request. Central components, mainly the Topsy database, ensure that users of Topsy Applications can only access data for the customer projects they are members of.

Availability

Data in the database is additionally stored in close to real time on a fail-over replica. In case of an outage of the main database, this replica takes over within minutes.

Data stored in databases or object stores is backed up at least once a day, depending on the specific technology used. Backups are stored in a separate availability zone in the datacenters of Magic Online, ensuring that problems in Topsy's main zone of operations do not affect the backups. Backups of databases can typically be restored in less a day, backups of data in the object store within one day.

Technical and organizational measures of Topsy's subprocessors

<p>We evaluate the security measures taken by each subprocessor, especially the ones processing guest data, before entering an agreement with them. With all the subprocessors located in the U.S. Topsy has signed data processing agreements which incorporate the Standard Contractual Clauses as approved by the European Commission pursuant to its decision 2021/914 of 4 June 2021. This certifies their compliance with the EU GDPR. As the details are changing often, please refer to their documentation and compliance certifications, available online: Subprocessor</p>		
Tool	Purpose	Privacy Policy
Make.com (US)	Topsy uses Make.com to connect Apaleo's API between them and with others Applications. Thereby, personal data could be stored and processed on Make.com's AWS servers. Support team have access to the end users and customers personal data. The access is secured by a personal login.	https://www.make.com/en/privacy-notice
OVH (FR)	Topsy uses OVH as infrastructure. Thereby, personal data is stored and processed on OVH servers.	https://www.ovhcloud.com/fr/personal-data-protection/

Sinch Email (SE)	Topsys uses Sinch Email for an emailing tool. For this process, personal data is processed to Sinch Email.	https://www.mailjet.com/legal/privacy-policy/
Magic Online (FR)	Topsys uses Magic Online as infrastructure. Thereby, personal data is stored and processed on OVH servers.	https://www.magic.fr/politique-de-confidentialite/
Zoho (US)	Topsys uses Zoho as infrastructure and analytics. Thereby, personal data is stored and processed on Zoho servers.	https://www.zoho.com/security.html https://www.zoho.com/privacy.html