

VOLIRO



Voliro Data Processing Agreement

dated 01 September 2024

Voliro AG
Förrlibuckstrasse 150
8005 Zürich
Switzerland
E-Mail: contact@voliro.com

(the **Company/Voliro**)



1. Scope and Definitions

- (a) This data processing agreement (the **DPA**) is entered into by the Customer and Voliro AG, Förrlibuckstrasse 150, 8005 Zurich, Switzerland (**Voliro**; the Customer and Voliro each a **Party**, together the **Parties**).
- (b) Voliro provides Voliro T and the Software to the Customer under the Contract (the **Services**). This DPA reflects the Parties' agreement with respect to the terms governing the processing and security of Customer Personal Data by Voliro acting as a processor on behalf of the Customer for the provision of the Services. In the event of a conflict between this DPA and any other agreement between the Customer and Voliro, the terms of this DPA will prevail.
- (c) In this DPA, the following terms shall have the following meaning:
- (i) **Contract** shall have the meaning as set out in the GTC.
 - (ii) **Customer Personal Data** means personal data submitted, stored, sent or received by Voliro acting as a processor on behalf of the Customer.
 - (iii) **Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data.
 - (iv) **Data Protection Laws** means any data protection legislation, including the Swiss Federal Data Protection Act and any other data protection law as it applies to the processing of Customer Personal Data by the Customer and/or by Voliro.
 - (v) **Effective Date** means the date of conclusion of the Contract by the Parties.
 - (vi) **GDPR** shall mean the General Data Protection Regulation of the European Union (Regulation 2016/679).
 - (vii) **GTC** means the General Terms and Conditions of Voliro AG and/or its Affiliates.
 - (viii) **Restricted Transfer** means a transfer of Customer Personal Data from Voliro or a Subprocessor to the Customer where such transfer would be prohibited by Data Protection Laws in the absence of the Standard Clauses.
 - (ix) **Software** shall have the meaning set out in the GTC.



- (x) **Standard Clauses** means the Annex of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914>.
- (xi) **Subprocessor** means any person or entity (other than an employee of Voliro or of any Subprocessor) appointed by or on behalf of Voliro to process Customer Personal Data.
- (xii) **Voliro T** shall have the meaning as set out in the GTC.
- (xiii) The terms „controller“, „processor“, „data subject“, „personal data“, „processing“ (and „process“) and „special categories of personal data“ will have the meanings given in Data Protection Laws.

2. Data Processing Terms

a. Processing of Customer Personal Data

- (a) The Parties agree that Voliro acts a processor of Customer Personal Data and the Customer as a controller or processor, as applicable, of Customer Personal Data.
- (b) The Customer hereby instructs Voliro to process Customer Personal Data to provide the Services in accordance with Data Protection Laws, this DPA and any other instructions given by the Customer for purposes of this DPA in writing (including e-mail) or directly interacting with Voliro's systems. Voliro will comply with the instructions set out in this section **2.a(b)** unless applicable law requires different forms of processing, in which case Voliro will inform the Customer without delay unless such information is prohibited by law.
- (c) The Parties agree that the subject matter and details of the processing are as set out in section **4**.

b. Data Security

- (a) Voliro will implement and maintain during the Term technical and organizational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as required under Data Protection Laws but



at least the measures set out in section 5 (the **Security Measures**). Voliro may update or modify the Security Measures from time to time provided such updates and modifications have no material negative effect on the overall security and provided that the Customer is informed about material updates or modifications in advance.

- (b) Voliro will take appropriate steps to ensure compliance with the Security Measures by its employees, agents, and contractors and the Subprocessors and their personnel, including ensuring that all persons authorized to access and/or otherwise process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) If Voliro becomes aware of a Data Breach, Voliro will notify the Customer without delay, stating at least the following information, to the extent available at the time of the notification, and where not all information is available at that time Voliro will follow up with missing information as soon as reasonably possible:
 - (i) the nature of the Data Breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - (ii) the name and contact details of the data protection officer or other contact point where more information can be obtained;
 - (iii) the likely consequences of the Data Breach;
 - (iv) the measures taken or proposed to be taken by Voliro to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- (d) Voliro will reasonably cooperate with the Customer to assist in the investigation, mitigation, and remediation of such Data Breach, and will keep the Customer informed of all material developments in connection with the Data Breach. The Customer remains solely responsible for complying with incident notification laws applicable to the Customer and fulfilling any third-party notification obligations related to any Data Breach(es).

c. Subprocessors

- (a) The Customer authorizes the engagement of Subprocessors by Voliro, provided Voliro acts in accordance with Data Protection Laws and the obligations under this section 2.c. The Customer further authorizes the ongoing use of the Subprocessors existing at the Effective Date, as stated in section 6, on condition that section 2.c. is met prior to these



Subprocessors first having access to Customer Personal Data. Sections **2.c(d)** and **2.c(e)** will also apply for these Subprocessors.

- (b) Where any new Subprocessor is to be engaged during the Term, Voliro will, at least 45 days before such new Subprocessor is first given access to any Customer Personal Data, inform the Customer of the intended engagement stating the name and location of the Subprocessor and the nature and intended start date of the subprocessing. In case of reasonable and legitimate grounds, the Customer may object to such new Subprocessor in writing and by providing an explanation of the grounds for the objection. The Parties will work together to resolve any such objection but without agreement on such resolution the Customer may terminate this DPA by giving written notice of termination within 30 days of being informed of the new Subprocessor.
- (c) Prior to engaging any Subprocessor, Voliro will
 - (i) carry out adequate due diligence to determine that the Subprocessor is capable of providing the level of protection for Customer Personal Data required under this DPA, and
 - (ii) ensure that the arrangement between Voliro and the Subprocessor is governed by an agreement that includes terms which offer at least the same level of protection for Customer Personal Data as those set out in this DPA and any other agreement between the Parties (if applicable), meets the requirements of Data Protection Laws, and is consistent with Voliro's obligations under the Standard Clauses.
- (d) Voliro will provide to Customer copies of Voliro's agreement with the Subprocessor (which may be redacted to remove confidential commercial information not relevant for this DPA) for review upon request.
- (e) Voliro will be fully liable for any acts or omissions of the Subprocessors as if they were its own.

d. Data Transfers

- (a) The Customer agrees that Voliro may store and process Customer Personal Data in any country in which Voliro or any of its Subprocessors maintains facilities. If that storage or processing involves a Restricted Transfer, Voliro will take such measures as are necessary to ensure the Restricted Transfer is compliant with Data Protection Laws, including (as applicable) by entering into the appropriate Standard Clauses.



- (b) Voliro (as data exporter) and the Customer (as data importer) hereby enter into the Standard Clauses (Module 4) in respect of any Restricted Transfer from Voliro to the Customer. In the event of a conflict between this DPA and the Standard Clauses the Standard Clauses will prevail.
- (c) In relation to the Standard Clauses, the Parties agree that section **3** of this DPA constitutes Annex I.A of the Standard Clauses, and section **4** constitutes Annex I.B. In relation to the Standard Clauses, the Parties agree further that (1) Clause 7 applies; (2) Clause 11(a) applies without the option; (3) subject to section **2.d(d)** below, the Standard Clauses are governed by the laws of the Principality of Liechtenstein and the courts of Vaduz are competent (Clauses 17 and 18).
- (d) Where a Restricted Transfer originates in Switzerland, (1) references to the laws of the European Union are construed to include a reference to the Swiss Federal Data Protection Act (FDPA); (2) Switzerland will be deemed to be a "member state" and references to a "member state" will be construed to include Switzerland; (3) terms used that are defined in the FDPA will be construed to include the terms as construed under the FDPA; (4) and where a Restricted Transfer is subject to the FPDA only, the Standard Clauses are governed by Swiss law, the courts of Zurich are competent (Clauses 17 and 18) and the Federal Data Protection and Information Commissioner is the competent authority (in parallel to the competent authority in the EEA for transfers also subject to the GDPR, Clause 13).

e. Cooperation and Assistance

- (a) Voliro will enable the Customer to access, rectify and restrict processing of Customer Personal Data, and to export Customer Personal Data in a manner consistent with the Services.
- (b) Voliro will promptly notify the Customer if Voliro or a Subprocessor receives a request from a data subject in respect of Customer Personal Data, and will not respond to that request except on the Customer's documented instructions.
- (c) Voliro will reasonably assist the Customer in ensuring compliance with any of the Customer's obligations in respect of the security of personal data and Data Breaches, including the Customer's obligations pursuant to articles 32-34 of the GDPR (or equivalent provisions under Data Protection Laws).
- (d) Voliro will (considering the nature of the processing and the information available to Voliro) assist the Customer in ensuring compliance with any obligations of the Customer in respect



of data protection impact assessments and prior consultation including the Customer's obligations pursuant to Data Protection Laws.

- (e) To the extent any cooperation and assistance services provided under this section **2.e** are not explicitly covered by Contract, the Customer shall compensate Voliro for these services based on an hourly rate of CHF 250.00 or as otherwise agreed in writing between the Parties. Voliro shall ensure that the costs for such services are reasonable and reflect the actual time and resources expended in providing the necessary cooperation and assistance.

f. Data Deletion

On expiry of the Term the Customer instructs Voliro to delete, or return and then delete, all Customer Personal Data in its possession or control from Voliro's (and any Subprocessor's, where applicable) systems. Voliro will comply with this instruction without delay, provided Voliro may continue to store Customer Personal Data securely and protected against unnecessary access, as necessary under applicable law.

g. Audits

- (a) Voliro will allow the Customer, or an independent and suitably qualified auditor appointed by the Customer, to conduct audits including inspections to verify Voliro's compliance with its obligations under this DPA in accordance with section **2.g(c)**. Voliro will reasonably cooperate in and contribute to such audits or inspections. In addition, Voliro will allow the Customer or an independent auditor appointed by the Customer to conduct audits as described in the Standard Clauses (if applicable) in accordance with section **2.g(c)**.
- (b) Following receipt of a request for an audit, Voliro and the Customer will discuss and agree in advance on the date(s) of and the start date, scope and duration of and security and confidentiality controls applicable to any audit or inspection. Such audits shall not unreasonably interfere with Voliro's business operations and shall in no way jeopardize the confidentiality or security of Voliro's business secrets or other customer's data.
- (c) Voliro's costs and expenses for any such audits shall be borne by Customer, except in case and to the extent a material breach of this DPA by Voliro is found during the audit.

h. Liability and Indemnity

- (a) Liability and indemnity shall be governed by the Contract.



i. Term and Termination

- (a) The obligations set out in this DPA will enter into force as of the Effective Date and continue to apply for as long as Voliro continues to process or have access to Customer Personal Data (the **Term**).
- (b) The Customer may terminate this DPA at any time by providing at least one month' notice in text form to Voliro, provided that where the processing is required for Voliro to comply with any other agreement with the Customer, the termination options under that agreement will prevail.
- (c) Notwithstanding section **2.i(a)**, the Customer may terminate this DPA at any time with immediate effect (1) where Voliro is in material breach of this DPA, and (2) where the Customer terminates the Standard Clauses in accordance with its terms.

j. General Terms

- (a) This DPA (not limited to the Standard Clauses) will be subject to the law and jurisdiction agreed in the Contract, subject to sections **2.d(c)** and **2.d(d)**.
- (b) If a provision of this DPA is invalid or unenforceable or in case of an omission (intended or unintended), the remaining provisions will remain unaffected, and the invalid, unenforceable or missing provision(s) will be deemed replaced by valid and enforceable terms that most nearly achieve the purpose of the invalid provision(s).



3. Parties

Data exporter:

Voliro	Voliro AG, Förrlibuckstrasse 150, 8005 Zurich, Switzerland
Contact person	Simon Furer
Relevant activities	Voliro processes Customer Personal Data on behalf of Customer for the provision of Voliro T and the Software.
Role	Processor

Data importer:

Customer	as specified in the Contract
Contact person	as specified in the Contract
Relevant activities	Customer uses Voliro T and the Software and may store and process Customer Personal Data therein.
Role	Controller



4. Details of the Processing

Subject matter:	The subject matter is set out in the Contract, including any agreements referenced therein.	
Duration of the processing:	The Term of this DPA	
Nature and purpose:	The Customer Personal Data is stored on Voliro T and the Software and processed according to the service description and as instructed by the Customer. The processing may include collection, storage, organization, structuring, adaptation or alteration, retrieval, use, disclosure, dissemination or making available, alignment, combination, erasure, and destruction of Customer Personal Data.	
Categories of data:	Video and other image data recorded by Voliro T and/or stored on Voliro T or the Software; any personal data entered, stored, or collected by Customer's users on Voliro T and/or the Software, such as names of Voliro T operators, and inspectors.	
Sensitive data:	n/a	
Frequency of the transfer to Voliro:	<input type="checkbox"/>	One-off
	<input checked="" type="checkbox"/>	Continuous
	<input type="checkbox"/>	Repeatedly as follows
Data subjects:	Customer's employees, Customer's business partners and clients (and their employees), Customer's contractors (and their employees), Voliro T operators, and inspectors.	



5. Technical and Organizational Security Measures

Data Encryption: Encrypt data in transit and at rest using advanced encryption standards to protect against unauthorized access.

Access Controls: Implement role-based access controls and multi-factor authentication to ensure only authorized personnel can access sensitive data.

Incident Response Plan: Develop and maintain an incident response plan to quickly address and mitigate security breaches or data leaks.

Employee Training: Provide regular cybersecurity prompts and reminders to employees to raise awareness and prevent social engineering attacks.

Data Anonymization: Anonymize personal data where possible to reduce the risk in case of a data breach.

Secure Development Practices: Implement secure coding practices, including regular code reviews.

Physical Security: Ensure that facilities housing critical infrastructure and data are secured with access restrictions and surveillance.

Backup and Recovery: Maintain regular backups of critical data and have a disaster recovery plan to ensure business continuity.

Third-Party Risk Management: Assess and monitor the security practices of third-party vendors and partners to ensure compliance with your security standards.



6. Subprocessors

Sub-Processor	Applicable Service(s)	Processing Location	Nature and purpose of processing
Google LLC (Google Cloud Platform)	Cloud services, data storage for myVoliro	United States, various global locations	Cloud infrastructure and storage for hosting and processing data.
Quasset B.V.	Specific to client contracts, myVoliro	Netherlands	Identity & access management, Mission report generation