



The cloud made secure

# **DATA PROCESSING AGREEMENT**

## ***STORRO B.V.***

Consists of:

Part 1. Data Pro Statement

Part 2. Standard Clauses for data processing

Version: January 2020

# PART 1: DATA PRO STATEMENT

This Data Pro Statement, together with the Standard Clauses for data processing, forms the data processor agreement for the product or service of the company that has drawn up this Data Pro Statement.

## GENERAL INFORMATION

1. This Data Pro Statement has been drawn up by:

Storro B.V. Prins Bernhardplantsoen 308, 7551 HT, Hengelo (ov), The Netherlands

For questions regarding this Data Pro Statement or data protection, contact can be sought with:

The Data Protection Officer (DPO)

[dpo@storro.com](mailto:dpo@storro.com)

+31 (0) 20 308 02 18

2. This Data Pro Statement applies starting from: December 1<sup>st</sup> 2019

The security measures described in this Data Pro Statement are adjusted on a regular basis to stay prepared and topical regarding our data protection. We will keep you up-to-date of new versions via our normal channels.

3. This Data Pro Statement is applicable to the following products and services of the data processor

Storro software application

4. Description of Storro

Storro is a software application for decentralized, encrypted storage aiming to offer secure data storage and private collaboration in the cloud.

Every file is automatically encrypted client-side, with locally generated keys.

Subsequently it is cut into chunks that are being stored spread out over several locations. Only the data owner and authorised users/contacts possess the keys to decrypt the information, impeding third party access to data that is readable and complete.

Visit <https://storro.com> for more information.

**5. Intended use**

Storro was designed for storing and exchanging of generic files and data. Storro B.V. does not have insight in the nature of the data and must therefore regard all content as Personal data.

Special Personal data, or details concerning criminal offences, charges and convictions may be processed with this product/service. Processing these data with the described product/service is at the client's own judgement.

**6. The Data Processor uses the Data Pro Standard Clauses for processing, which can be found attached, as well as at <https://storro.com/downloads/storro-processing-agreement.pdf>**

**7. The Data Processor processes the personal data of its clients within the EU/EEA.**

**8. For the decentralized, encrypted storage Storro B.V. employs several storage providers. Therefore the Data Processor can make use of one or more of the following sub-processors:**

- InterDC (Enschede, NL)
- Previder (Hengelo, NL)
- Wasabi (Amsterdam, NL)
- BIT (Ede, NL)
- TransIP (Leiden, NL)
- Digital Ocean (Amsterdam, NL)<sup>1</sup>

None of these sub-processors have insight in the data. Sub-processors receive exclusively *encrypted data chunks*, and neither complete nor readable information.

**9. After termination of the agreement with the Client, the Data Processor will remove the Personal data processed for the client, in principle, within 3 months, in such manner that these can no longer be used and are rendered inaccessible.**

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<sup>1</sup> Exclusively for the *Docker* schedulers and *orchestration* of Storro nodes. These see to the routed connections, but do not store any data themselves.

## SECURITY POLICY

**10.** The Data Processor has taken the following security measures for the security of the product/service :

- All data is automatically encrypted client-side, compartmentalized and stored spread out over several storage locations.
- Data connections are encrypted.
- Through hashing and blockchain technology the integrity of the data is optimized. Furthermore, user rights management is cryptographically enforced.
- Storro uses a decentralized architecture for a greater resilience against attacks such as DDoS that could reduce the data's availability.

## DATA BREACHES

**11.** In case of an incident, the Data Processor will inform the Client. The Data Processor aims to do so within 48 hours after a data breach has been discovered, or as quickly as possible after being informed by one of its Sub-processors. The Data Processor will supply the Client with the information reasonably required for a correct and complete alert at the Authority of Personal data, if applicable, and potentially the party involved in the context of the Reporting Obligation for Data Breaches e.g. by forwarding the notification of a Sub-processor to the Client. The Client will be kept up-to-date by the Data Processor, or the Sub-processor, of measures taken in response to the data breach.

The alert at the Authority of Personal data and (possible) party/-ies involved are always the responsibility of the Client, as is maintaining a register of data breaches.

# PART 2: STANDARD CLAUSES FOR PROCESSING

*version: January 2018*

Forms the processing agreement together with the Data Pro Statement and is an appendix to the agreement and the associated appendices such as general terms and conditions.

## ARTICLE 1. DEFINITIONS

The below mentioned terms in these Standard clauses for processing, the Data Pro Statement and the agreement have the following meaning:

- 1.1 **Authority for Personal data** (NL: Autoriteit Persoonsgegevens): supervisory data protection regulatory authority, as described in article 4, sub 21 of the Avg, the Dutch version of the GDPR.
- 1.2 **Avg** (EN: GDPR): stands for 'Algemene verordening gegevensbescherming' literally translating to General directive for data protection.
- 1.3 **Data Processor**: ICT supplying party that processes Personal data for the client in the framework of executing the agreement.
- 1.4 **Data Pro Statement**: statement of the Data Processor in which it supplies information concerning i.a. the intended use of the product or service, security measures in place, Sub-processors, data breaches, certifications and how legal rights of Data subjects are exercised.
- 1.5 **Data subject (party involved)**: an identified or identifiable individual.
- 1.6 **Client**: party that has commissioned the Data Processor to process Personal data. The client can be both controller and/or another processor.
- 1.7 **Agreement**: the contract between Client and Data Processor, on basis of which the ICT supplier supplies services and/or products to the Client of which the processor agreement is a part.
- 1.8 **Personal data**: all information concerning an identified or identifiable individual, as described in article 4, sub 1 Avg, for which the Data Processor processes in the context of its obligations resulting from the Agreement.
- 1.9 **Processing agreement**: these Standard clauses for processing, that together with the Data Pro Statement (or comparable information) of the Data Processor form the processing agreement, as meant in article 28, sub 3 Avg.

## ARTICLE 2. GENERAL

- 2.1 These Standard clauses for processing are applicable to all processing of Personal data that the Data processor does in the context of supplying its products and services and all

Agreements and offers. The applicability of processing agreements from the client is explicitly rejected.

- 2.2 The Data Pro Statement, and particularly the security measures herein stated, can be adjusted from time to time by the Data processor to changing circumstances. The Data Processor will inform the Client of significant modifications. Should the Client in fairness be unable to concede with the modifications, it is entitled to end the processing agreement by written motivation within 30 days of notification of the changes.
- 2.3 The Data Processor processes the Personal Data on behalf of the Client in compliance with the written instructions that the Data Processor has agreed upon with the Client.
- 2.4 The Client, or its customer, is the processing responsible with relation to the Avg, has authority over the processing of the Personal data and has identified the goal and means for the processing of the Personal data.
- 2.5 The Data Processor is processor within the context of the Avg and therefore has no authority over the goal and means of processing the Personal data, and as a result does not take decisions over a.i. the use of the Personal data.
- 2.6 The Data Processor executes the Avg as stated in these Standard clauses for processing, the Data Pro Statement and the Agreement. Based on this information it is up to the Client to assess if the Data Processor offers sufficient guarantees in regard to applying fitting technological and organizational measures so that the processing conforms with the requirements of the Avg and the protection of the rights of Data subjects are sufficiently warranted.
- 2.7 The Client vouches to act in accordance with the Avg towards the Data processor, that it secures its systems and infrastructure adequately at all times and that the contents, the use and/or processing of the Personal data are not unlawful and do not infringe upon any rights of a third party.
- 2.8 A fine imposed on the Client by the Authority of Personal data cannot be recovered from the Data processor, unless it concerns clear intention or conscious recklessness by the company management of the Data Processor.

### **ARTICLE 3. SECURITY**

- 3.1 The Data Processor takes the technological and organizational security measures, as described in the Data Pro Statement. Whilst taking the technological and organizational security measures, the Data Processor has taken the state of technology, costs of implementation of the security measures, the nature, magnitude and context of the processing, the objectives and intended use of its products and services, the processing risks and the probability and severity of the manifold risks for the rights and liberties of Data subjects that are to be expected in view of the intended use into account.
- 3.2 Unless explicitly stated differently in the Data Pro Statement, the product or service of the Data Processor has not been set up to process special categories of Personal data or details concerning criminal convictions and offences.

- 3.3 The Data Processor strives to make security measures to be taken by it fitting for the Data processor's intended use of the product or service.
- 3.4 The described security measures offer a level of security proportional to the level of risk for the Personal data utilized or provided, to the judgement of the Client, taking the mentioned factors in article 3.1 into account.
- 3.5 The Data Processor can make modifications to the security measures taken if it deems this necessary to keep offering a fitting security level. The Data Processor will record important modifications, for instance in a modified Data Pro Statement, and will inform the Client of these modifications where relevant.
- 3.6 The Client can request the Data Processor to take additional security measures. The Data Processor is not obliged to employ modification to its security measures based on such request. The Data Processor may charge the Client with the costs related to the request. Only after the desired modified security measures haven been agreed upon in writing and signed by both parties, does the Data Processor have the obligation to indeed implement these security measures.

#### **ARTICLE 4. INFRINGEMENTS IN RELATION TO PERSONAL DATA**

- 4.1 The Data Processor does not vouch for the security measures being effective under all circumstances. In case the Data Processor discovers an infringement connected to Personal data (as described in article 4 sub 12 Avg) it will inform the Client without unreasonable delay. In the Data Pro Statement is stated via what method the Data Processor will inform the Client regarding the infringements of Personal data.
- 4.2 It is up to the responsible party (Client or its customer) to assess whether an infringement connected to Personal data, that the Data Processor has informed about, should be reported to the Authority of Personal data or Data subject. Reporting of infringements related to Personal data, that must be reported to the Authority of Personal data and/or Data subjects based on article 33 and 34 Avg, remain the responsibility of the processing responsible (Client or its customer) at all times. The Data Processor is not obliged to report infringements related to Personal data to the Authority of Personal data and/or the party involved.
- 4.3 The Data Processor will, if necessary, provide additional information regarding the infringement related to Personal data and will provide assistance in the necessary supply of information to the Client in support of a report as referred to in article 33 and 34 Avg.
- 4.4 The Data Processor may charge the client with the reasonable costs made in this regard against its applicable rates at that moment.

#### **ARTICLE 5. CONFIDENTIALITY**

- 5.1 The Data Processor guarantees that the individuals processing Personal data under its responsibility have a duty of confidentiality.
- 5.2 The Data processor is authorized to provide third parties with the Personal data, in case and as far as provision is necessary as a result of a court verdict, legal regulation or based on a qualified order by a government agency.
- 5.3 All access and/or identification codes, certificates, information regarding access and/or password policy provided by the Data Processor to the Client and all information provided by the Data Processor to the Client that realizes the technical and organizational security measures as stated in the Data Pro Statement are confidential and will be treated as such and only made known to authorized employees of the Client. The Client will see to it that its employees comply with the obligations in this article.

#### **ARTICLE 6. DURATION AND TERMINATION**

- 6.1 This processing agreement is part of the Agreement and every new or further agreement deriving from this becomes effective from the moment of realization of the Agreement and is made for indefinite duration.
- 6.2 This Processing agreement ends as of right with termination of the Agreement or any new or further agreement between parties.
- 6.3 The Data Processor will, in case of termination of the Processing agreement, remove all Personal data in its possession received from the Client within the period of time stated in the Data Pro Statement in such a manner that it can no longer be used and is rendered inaccessible, or if agreed, have it returned to the Client in a machine readable format.
- 6.4 The Data Processor may charge the client with possible costs made in relation to the in article 6.3 stated. Further agreements on this can be deposited in the Data Pro Statement.
- 6.5 The in article 6.3 defined does not apply in case of a regulation preventing complete or partial removal or returning the Personal data by the Data Processor. In such case the Data Processor will only keep processing the Personal data as far as necessary owing to its legal obligations. The in 6.3 determined equally doesn't apply if the Data Processor is the processing responsible for the Personal data in the sense of the Avg.

#### **ARTICLE 7. RIGHTS OF DATA SUBJECTS, DATA PROTECTION IMPACT ASSESSMENT (DPIA) AND AUDIT RIGHTS**

- 7.1 The Data Processor will, where possible, assist with reasonable requests of the Client that are related to rights of Data subject, invoked by Data subjects at the Client. If the Data Processor is approached by a Data subject directly, is will refer to the Client where possible.



- 7.2 If the Client is obliged to do so, the Data Processor will assist with a Data Protection Impact Assessment (DPIA) or a following preceding consultation as determined in article 35 and 36 Avg after a reasonable request is made hereto.
- 7.3 Furthermore, the Data Processor will provide all further information that is reasonably required to demonstrate compliance with the in this processing agreement determined agreements upon request. Should the Client nonetheless have reason to believe that the processing of Personal data does not happen in accordance with the processing agreement, it may have an audit referring to this performed by an independent, certified, external expert with demonstrable experience with this type of processing based on the Agreement, with a maximum of once a year, paid by the Client. The audit will be limited to checking the compliance of the agreements with relation to the processing of Personal data as deposited in this processing agreement. The expert will have a duty of confidentiality regarding its findings and will only report to the Client on what is a shortcoming in the compliance with the obligations that the Data Processor has, based on this processing agreement. The expert will provide a copy of its report to the Data Processor. The Data Processor may refuse an audit or instruction of an expert if in its judgement this is contradictory to the Avg or other legislation, or forms an inadmissible infringement of the security measure taken by it.
- 7.4 The parties shall consult each other as soon as possible on the outcomes of the report. The parties will follow up on the proposed improvements as far as can be reasonably expected. The Data Processor shall carry through the proposed improvements as far as these, according to its judgement, take into account the processing risks related to use of its product or service, the state of technology, the costs of implementation, the market in which it operates, and intended use of the product or service.
- 7.5 The Data Processor may charge the client with the costs made in regard to this article.

#### **ARTICLE 8. SUB-PROCESSORS**

- 8.1 The Data Processor has stated in the Data Pro Statement if, and if so which third parties (Sub-processors) the Data Processor employs with the processing of Personal data.
- 8.2 The Client gives permission to the Data Processor to employ other Sub-processors to execute its obligations resulting from the Agreement.
- 8.3 The Data Processor will inform the Client regarding a change in the by the Data Processor employed third parties, for instance by a modified Data Pro Statement. The Client has the right to object to the mentioned change by the Data Processor. The Data Processor sees to it that the third parties employed by it commit to a similar security level regarding the protection of the Personal data to which the Data Processor is committed to the Client based on the Data Pro Statement.

#### **ARTICLE 9. MISCELLANEOUS**

The Standard clauses for processing form an integral part of the Agreement, together with the Data Pro Statement. All rights and obligations in the Agreement, including the applicable general terms and conditions and/or limitations of liability are therefore also applicable to the processing agreement.