



HIGHVERN

HIGHVERN DATA PROCESSING ADDENDUM FOR CUSTOMERS

This Data Processing Addendum ("DPA") supplements any agreement between Customer and HIGHVERN governing Customer's use of the Services (the "Agreement"). This DPA is an agreement between you and the entity you represent ("Customer", "you" or "your") and the HIGHVERN Contracting Party or HIGHVERN Contracting Parties (as applicable) under the Agreement (together "HIGHVERN").

Unless otherwise defined in this DPA or in the Agreement, all terms used in this DPA will have the meanings given to them in the 'Definitions' section of this DPA.

1. Definitions

Unless otherwise defined in the Agreement, all terms used in this DPA will have the meanings given to them below:

"HIGHVERN" means any or more of the HIGHVERN Group entities listed at [Legal Notice | HIGHVERN](#)

"Applicable Data Protection Law" means all regulations applicable to and binding on the processing of Customer Data by a party, including, as applicable, the GDPR.

"HIGHVERN Network" means the servers, networking equipment, and host software systems (for example, virtual firewalls) that are within HIGHVERN's control and are used to provide the Services.

"Controller" has the meaning given to it in the GDPR.

"Customer Data" means the Personal Data that forms part of to the Services under Customer's HIGHVERN accounts.

"EEA" means the European Economic Area.

"GDPR" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Personal Data" means personal data, personal information, personally identifiable information or other equivalent term (each as defined in Applicable Data Protection Law).

"Processing" has the meaning given to it in the GDPR, as does "process", "processes" and "processed".

"Processor" has the meaning given to it in the GDPR.

(EU) "Controller-to-Processor Clauses" and "Processor-to-Processor Clauses" means the standard contractual clauses for Data Transfers, as approved by the European Commission Implementing Decision 2021/914 of 4 June 2021, and currently located at [Standard Contractual Clauses \(SCC\) - European Commission](#)

"Security Incident" means a breach of HIGHVERN's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data.

2. Data Processing

This DPA applies when Customer Data is processed by HIGHVERN. In this context, HIGHVERN will act as processor to Customer, who can act either as controller or processor of Customer Data.

3. Subject matter, duration and purpose

The subject matter of the data processing under this DPA is Customer Data, as set out in the Agreement. The duration of the data processing under this DPA is determined by Customer and the purpose of the data processing under this DPA is the provision of the Services initiated by Customer from time to time.

4. Categories of data subjects

The data subjects could include Customer's customers, employees, suppliers and any other related individuals as set out in the agreement.

Each party shall comply with all HIGHVERN, rules and regulations applicable to it and binding on it in the performance of this DPA, including Applicable Data Protection Law.

HIGHVERN shall process Customer Data only in accordance with Documented Instructions (which if Customer is acting as a processor, could be based on the instructions of its controllers).

5. Confidentiality

HIGHVERN will not access or use, or disclose to any third party, any Customer Data, except, in each case, as necessary to maintain or provide the Services, or as necessary to comply with the law or a valid and binding order of a governmental body (such as a court order). HIGHVERN restricts its personnel from processing Customer Data without authorisation as described in the Security Standards. HIGHVERN imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

6. Security of Data Processing.

HIGHVERN has implemented and will maintain appropriate technical and organizational measures for including; physical security of the facilities; measures to control access rights; and processes for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures implemented by HIGHVERN.

7. Sub-processing

Customer provides general authorization to HIGHVERN's use of sub-processors to provide processing activities on Customer Data on behalf of Customer ("Sub-processors"). A list of sub processors relevant to the Agreement is available on request. Where HIGHVERN employs a sub-processor, it undertakes that this sub-processor will provide sufficient guarantees to implement appropriate technical and organisational measures in such a way that the processing will meet the requirements of data protection legislation, including reliance on the EU Standard Contractual Clauses where required, if the sub processor is established in or processed data outside of the European Economic Area. This DPA incorporates the EU Standard Contractual Clauses by reference. HIGHVERN shall be liable to the Company for a sub-processor's compliance with its data protection obligations.

8. Assistance with Data Subject Requests

Taking into account the nature of the processing, HIGHVERN will assist Customer in fulfilling Customer's obligations to respond to data subjects' requests under Applicable Data Protection Law. If a data subject makes a request to HIGHVERN, HIGHVERN will promptly forward such request to Customer once HIGHVERN has identified that the request is from a data subject for whom Customer is responsible

9. Security incident and data breach notification

HIGHVERN will (a) notify Customer of a Security Incident or data breach without undue delay after becoming aware of the Security Incident, and (b) take appropriate measures to address the Security Incident, including measures to mitigate any adverse effects resulting from the Security Incident.

10. Data protection impact assessments and prior consultation

HIGHVERN will assist Customer in complying with Customer's obligations in respect of data protection impact assessments and prior consultation with any Regulators.

11. Audits

Customer chooses to conduct any audit, including any inspection, it has the right to request or mandate on its own behalf, and on behalf of its controllers when Customer is acting as a processor, under Applicable Data Protection Law or the Standard Contractual Clauses.

12. Termination

This DPA will continue in force until the termination of the Agreement (the "Termination Date").

13. Return or Deletion of Customer Data

At any time up to the Termination Date, and for 90 days following the Termination Date, subject to the terms and conditions of the Agreement, HIGHVERN will return or delete Customer Data.

Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this DPA, the terms of the Agreement will prevail.

Last updated January 2025