

Data Processing Agreement
Last Updated: 14.01.2025

Data Processing Agreement

This Data Processing Agreement (“DPA”) is an integral part of the Master Service Agreement (“Agreement”) between the Customer (collectively, “you,” “your,” “Customer”) and the Replenit affiliated entity specified in the signature block below (“Replenit,” “us,” “we,” “our”), setting forth the terms for the processing of personal data by Replenit solely on behalf of the Customer. Collectively, the Customer and Replenit are referred to as the “Parties,” and individually, each is a “Party.”

1. DEFINITIONS

1.1 Definitions:

(a) “Affiliate” refers to any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where “control” signifies the ownership or control of more than 50% of the voting interests.

(b) “Authorized Affiliate” is any Affiliate of the Customer explicitly permitted to use the Services under the Agreement between the Customer and Replenit but has not entered into its own agreement with Replenit.

(c) “CCPA” stands for the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et. seq.

(d) Terms like “Controller,” “Data Subject,” “Member State,” “Processor,” “Processing,” and “Supervisory Authority” hold the same meanings as in the GDPR. Similarly, terms such as “Business,” “Business Purpose,” “Consumer,” “Sale,” “Sell,” “Selling,” and “Service Provider” have the meanings assigned in the CCPA. In this DPA, “Controller” also means “Business,” and “Processor” also means “Service Provider.”

(e) “Data Protection Laws” encompass all applicable global privacy and data protection laws and regulations, including but not limited to the GDPR, CCPA, the UK Data Protection Act 2018 (UK GDPR), and any other laws in force in the European Union, the EEA, Switzerland, the UK, and the USA, as relevant to the processing of personal data under the Agreement.

(f) “GDPR” refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation.

(g) “Personal Data” includes any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to an identified or identifiable natural person or Consumer (as defined in the CCPA), processed by Replenit solely on behalf of the Customer under this DPA and the Agreement.

(h) “Standard Contractual Clauses (Processor to Processor)” denotes the agreement executed by Replenit and its sub-processors in line with the European Commission’s decision (EU) 2021/914 of 4 June 2021, covering the transfer of personal data from processor to processor (module three).

(i) “Sub-processor” means any processor engaged by Replenit or its Affiliates to process Personal Data under the instruction or supervision of Replenit.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties: The Parties acknowledge that with respect to the processing of Personal Data performed solely on behalf of the Customer: (i) the Customer is the Controller of its Users' Account Data and Profile Data, as well as Customer Data (as defined in the Agreement), (ii) Replenit is the Processor of Customer Data and such Users' Account Data and Profile Data, and (iii) under the CCPA, the Customer is the "Business" and Replenit is the "Service Provider" concerning the processing of Personal Data described in this Section 2.1.

2.2 Customer's Processing of Personal Data: The Customer, within the scope of the Agreement and its use of the Services, shall comply with applicable Data Protection Laws regarding the processing of Personal Data and Customer's instructions to Replenit. The Customer is responsible for obtaining any necessary legal bases to collect, process, and transfer Personal Data to Replenit, and to authorize Replenit's processing activities on its behalf.

2.3 Replenit's Purpose for Processing of Personal Data: When processing solely on the Customer's behalf under the Agreement, Replenit shall process Personal Data for the purposes of: (i) fulfilling the Agreement and this DPA; (ii) providing the Services to the Customer; (iii) enabling the Customer's use of the Services; (iv) complying with the Customer's documented instructions, where such requests align with the Agreement; (v) rendering Personal Data anonymous; and (vi) as required under applicable Data Protection Laws. If Replenit cannot comply with an instruction from the Customer or believes an instruction violates applicable laws, Replenit shall notify the Customer and may suspend the affected processing, secure the data, and potentially terminate the Agreement with respect to the affected processing if no resolution is reached.

2.4 Limitation of Processing: Replenit will process Personal Data exclusively for the purposes outlined in Section 2.3 and will not use Customer Personal Data for marketing or any other purpose not agreed upon in this DPA.

2.5 Details of the Processing: The specifics of the Personal Data processing, including its duration, nature, purposes, types of Personal Data, and categories of Data Subjects, are outlined in Annex 1 (Details of the Processing) to this DPA.

2.6 CCPA Standard of Care; No Sale of Personal Data: Replenit confirms it does not receive Personal Data as consideration for services and will not "sell" Personal Data as defined under the CCPA, nor take actions causing any data transfer to qualify as a sale without the Customer's written consent.

3. RIGHTS OF DATA SUBJECTS

3.1 Cooperation and Data Subject Requests: Replenit shall promptly notify the Customer of any Data Subject requests to exercise their rights under applicable Data Protection Laws. Replenit shall assist the Customer in responding to such requests and may refer Data Subject requests directly to the Customer.

4. REPLENIT PERSONNEL

4.1 Confidentiality: Replenit ensures that personnel involved in processing Personal Data are committed to confidentiality.

4.2 Disclosure: Replenit may disclose Personal Data if required by law, a court order, or a competent authority, or to its legal counsel, data protection advisors, or accountants, under confidentiality obligations.

5. AUTHORIZATION REGARDING SUBPROCESSORS

5.1 Appointment of Subprocessors: The Customer acknowledges that Replenit's affiliates and third-party subprocessors may process Personal Data in connection with providing the Services.

5.2 Use of Subprocessors: Replenit provides a list of subprocessors on its website. The use of these subprocessors is authorized by the Customer unless a written objection is submitted within thirty (30) days.

5.3 Objection Right: The Customer may object to a new subprocessor based on data protection concerns within thirty (30) days. Replenit will address such objections through various remedies or may suspend the relevant processing.

5.4 Agreements with Subprocessors: Replenit ensures subprocessors are bound by data protection obligations similar to those in this DPA.

6. SECURITY

6.1 Controls for the Protection of Personal Data: Replenit maintains industry-standard technical and organizational measures to protect Personal Data, as detailed in its Security Documentation.

6.2 Third-Party Certifications and Audits: Replenit undergoes annual audits in accordance with recognized standards like ISO 27001. Customer may conduct its own audits under specific conditions.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Replenit has policies for managing security incidents and will notify the Customer within forty-eight (48) hours of becoming aware of a Personal Data Incident. Replenit will take steps to remediate such incidents.

8. RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Agreement or completion of the processing purpose, Replenit will delete or return all Personal Data to the Customer, unless required by law to retain it.

9. CROSS-BORDER DATA TRANSFERS

9.1 Conditions for Cross-Border Data Transfers: Replenit may process Personal Data in countries outside the EU/EEA, as listed on the Sub-Processor List, with the Customer's approval.

9.2 Adequacy Decisions: Personal Data may be transferred to Third Countries with adequate data protection levels per relevant authorities' adequacy decisions.

9.3 Standard Contractual Clauses: For transfers to countries without adequacy decisions, the Standard Contractual Clauses will apply.

10. AUTHORIZED AFFILIATES

10.1 Contractual Relationship: The Customer enters into the DPA on behalf of itself and its Authorized Affiliates, who must comply with the Agreement and this DPA.

10.2 Communication: The Customer coordinates all communication with Replenit on behalf of its Authorized Affiliates.

11. DISCLOSURE TO THIRD PARTIES

Replenit shall notify the Customer within seven (7) business days of receiving a third-party request for disclosure of Personal Data, unless prohibited by law.

12. OTHER PROVISIONS

12.1 Data Protection Impact Assessment: Replenit shall assist the Customer with data protection impact assessments as required, at the Customer's cost.

12.2 Prior Consultation with the Supervisory Authority: Replenit shall assist with supervisory authority consultations as required, at the Customer's cost.

12.3 Assistance: Replenit will assist the Customer in ensuring compliance with GDPR, CCPA, and other applicable Data Protection Laws, at the Customer's request and cost.

12.4: Modifications: The Customer may request variations to this DPA due to changes in Data Protection Laws. Replenit will work with the Customer to accommodate such requests, with any necessary adjustments to protect Replenit against additional risks or costs. If no agreement is reached within thirty (30) days, either Party may terminate the Agreement regarding the affected processing

12.5: Notification of Non-Compliance: If Replenit becomes aware of non-compliance with this DPA, it will notify the Customer promptly.

ANNEX 1

Details of the Processing

(a) Nature and Purpose of the Processing: Replenit processes Personal Data to provide Services in line with the Agreement.

(b) Duration of the Processing: The term of the Agreement.

(c) Categories of Data Subjects: Users, employees, contractors, customers, suppliers, business partners of the Customer, and others as required for the Services.

(d) Types of Personal Data: Identification data, contact information, financial data, professional data, and other data processed through the Services.