

DPA

Widget & Accessiway Platform

Access

DATA PROCESSING AGREEMENT

Personal Data Processing Agreement pursuant to Art. 28 GDPR

Acceptance by incorporation: This Data Processing Agreement (hereinafter "DPA") is expressly referenced and incorporated into the Order Form, of which it forms an integral and substantial part, and is fully accepted by the Customer by incorporation upon execution of the Order Form, in accordance with the applicable contract law and Art. 28 of Regulation (EU) 2016/679 (GDPR). Acceptance of the Order Form constitutes full and irrevocable acceptance of this DPA. No separate signature of this document is required.

CONTRACTING PARTIES

DATA CONTROLLER — THE CUSTOMER

- *The legal entity that has executed the Accessiway Order Form, whose identifying details are set out in the Order Form itself (hereinafter "the Controller" or "the Customer").*

DATA PROCESSOR

- **AccessiWay S.r.l.**, with registered office at Via Ettore Perrone n. 5, 10122 Turin — Tax Code and Companies Register: 12419990010 — Certified Email (PEC): accessiway@pec.net (hereinafter "the Processor" or "Accessiway").

The Controller and the Processor are hereinafter jointly referred to as "the Parties" and individually as "the Party".

WHEREAS

- a) The Customer has executed the Accessiway Order Form relating to the digital accessibility Services specified therein (hereinafter "Agreement"). The Agreement comprises the Order Form, the applicable Technical Annexes for the Service, the Accessiway General Terms and Conditions of Subscription, and this DPA, which is referenced and accepted by incorporation as an inseparable part of the Agreement;
- b) In the context of performing the Agreement, Accessiway carries out personal data processing operations of which the Customer is the Controller, and therefore qualifies as Data Processor within the meaning of Art. 28 of Regulation (EU) 2016/679;

- c) The Processor has provided sufficient guarantees, in terms of specialist knowledge, reliability, and resources, to implement adequate technical and organisational measures to ensure that the processing meets the requirements of the GDPR and guarantees the protection of the rights of data subjects;
- d) The Customer, by executing the Order Form incorporating this DPA, formally appoints Accessiway as Data Processor within the meaning of Art. 28 of Regulation (EU) 2016/679;
- e) The provisions of this DPA supersede any previous agreement between the Parties on the same subject matter and entirely replace any prior DPA that may have been entered into between them.

In light of the above, and given that the recitals above form an integral part of this DPA, the Parties agree as follows.

Article 1 — Subject matter, scope, and acceptance

1.1. This DPA governs, in an exhaustive manner, all personal data processing operations that the Processor will carry out on behalf of and under the instructions of the Controller in connection with the provision of the Services indicated in the Order Form.

1.2. This DPA is accepted by incorporation upon execution of the Order Form, pursuant to Art. 28 GDPR. The Customer declares and warrants that it has read this DPA in its entirety prior to acceptance.

1.3. The activated Services (Platform and/or Widget) are specifically identified in the Order Form. The specific provisions for each Service apply exclusively where the relevant Service has been activated. Where both Services are activated, both sections of this DPA apply cumulatively.

1.4. Processing operations are strictly limited to what is necessary for the provision of the activated Services, in compliance with the data minimisation principle under Art. 5(1)(c) GDPR, unless further written and documented instructions are issued by the Controller.

1.5. The Parties shall comply with Regulation (EU) 2016/679 (GDPR) and all other applicable personal data protection legislation.

Article 2 — Duration

2.1. This DPA takes effect from the date of execution of the Order Form and remains in force for the entire duration of the Agreement, unless terminated earlier in accordance with this DPA or the Agreement.

2.2. Upon termination, for any reason, of the Agreement or of individual Services, this DPA ceases to have legal effect in respect of the terminated Services, without prejudice to the provisions of Art. 6 of this DPA regarding the return and deletion of personal data.

2.3. The confidentiality and security obligations set out in this DPA survive its termination for as long as the Processor retains any personal data relating to the Controller, regardless of the reason for termination of the contractual relationship.

Article 3 — Data subjects, categories of data, and processing operations

3.1. The Processor is authorised to process, on behalf of the Controller and in accordance with the instructions issued by the Controller, the categories of personal data described below, broken down by activated Service. The processing does not involve special categories of data within the meaning of Art. 9 GDPR, nor data relating to criminal convictions or offences within the meaning of Art. 10 GDPR.

Platform Service

3.2. Purpose of processing: management, configuration, and testing of the Accessiway digital accessibility platform; administration of the Customer's user accounts; provision of technical support; sending of transactional communications related to the Service.

3.3. Categories of data subjects: employees, collaborators, and contact persons of the Customer formally designated to use the Accessiway platform.

3.4. Categories of personal data processed: identification data (first name, last name); contact data (corporate email address, phone number); professional data (role, job function); technical data (IP address, access logs, authenticated session data).

3.5. Authorised processing operations: collection, recording, and storage of user data; processing for the provision of the Service and technical support; sending of transactional communications; deletion and/or return of data upon termination of the Agreement.

Widget Service

3.6. Purpose of processing: provision of the digital accessibility service via an overlay widget installed on the Customer's website.

3.7. Categories of data subjects: visitors and end users of the Customer's website; employees or technical contacts of the Customer involved in Widget configuration.

3.8. Categories of personal data processed: user IP address. No profiling data based on Widget usage preferences is processed, nor any data falling within the special categories under Art. 9 GDPR.

3.9. Authorised processing operations: delivery of the Widget and its related digital accessibility features.

Article 4 — Security measures

4.1. The Processor implements appropriate technical and organisational security measures commensurate with the level of risk, pursuant to Art. 32 GDPR, including, by way of example and without limitation:

encryption and/or pseudonymisation of personal data, where technically applicable;

ensuring ongoing confidentiality, integrity, availability, and resilience of processing systems and services;

the ability to restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident;

procedures for regularly testing, assessing, and evaluating the effectiveness of the technical and organisational measures adopted to ensure the security of processing.

4.2. The security measures adopted are documented and made available to the Controller upon duly substantiated written request, to the extent strictly necessary and in compliance with the Processor's legitimate interests.

Article 5 — Obligations of the Controller

5.1. The Customer declares and warrants that the personal data transmitted to the Processor has been collected in full compliance with applicable personal data protection legislation, in accordance with the principles of relevance, adequacy, and data minimisation under Art. 5 GDPR.

5.2. The Controller shall document its instructions to the Processor in writing and shall promptly communicate, in writing, any changes to the authorised processing operations.

5.3. The Controller shall monitor compliance with the Processor's obligations throughout the duration of the processing and shall provide the Processor with all information necessary for the assessment of risks associated with the processing, cooperating with the Processor in identifying appropriate security measures.

5.4. With respect to the Widget Service, the Customer shall update its privacy notice provided to end users, in accordance with Arts. 13 and 14 GDPR.

Article 6 — Obligations of the Processor

6.1. The Processor undertakes contractually to:

process personal data solely on the basis of documented instructions from the Controller, including in the case of transfers to third countries, except where the Processor is required to process by European Union or Member State law, in which case the Processor shall inform the Controller in advance, unless such law prohibits this on grounds of public interest;

ensure that persons authorised to process personal data have committed to confidentiality or are subject to an appropriate statutory obligation of confidentiality;

implement the technical and organisational security measures referred to in Art. 4 of this DPA and Art. 32 GDPR;

assist the Controller in fulfilling its obligation to respond to requests from data subjects exercising their rights under Arts. 15–22 GDPR, by notifying the Controller of each request within 48 hours of receipt, without providing any autonomous response to data subjects;

assist the Controller in ensuring compliance with the obligations under Arts. 32–36 GDPR, including data protection impact assessments (DPIAs) where applicable, as well as any prior consultations with the competent data protection supervisory authority;

notify the Controller, without undue delay upon becoming aware of the event, of any security breach resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data (data breach) within the meaning of Art. 4(12) GDPR, providing the information referred to in Art. 33(3) GDPR by email to the address indicated in the Agreement;

at the Controller's choice, return all personal data to the Controller and/or delete all existing copies within 60 days of termination of the Agreement, providing the Controller with written confirmation of the return or deletion, unless obligations of retention are imposed by European Union or Member State law;

make available to the Controller all information necessary to demonstrate compliance with the obligations under Art. 28 GDPR, and support and allow audits and inspections carried out by the Controller or an auditor appointed by the Controller, subject to at least 7 working days' prior written notice;

promptly inform the Controller if, in the Processor's reasonable opinion, an instruction given by the Controller would violate the GDPR or other applicable personal data protection legislation.

Article 7 — Sub-processors

7.1. The Customer, by executing this DPA, expressly and in advance authorises the Processor to engage the sub-processors listed in Annex 1 to this DPA.

7.2. The Processor may appoint additional sub-processors. In such case, it shall give prior written notice to the Controller in the manner and within the timeframes set out in this Article.

7.3. Changes to Annex 1 are communicated to the Controller by email to the address indicated in the Agreement with at least 30 days' notice, specifying the new sub-processor, the affected Service, and any potential transfer outside the EEA. The Controller may object to such changes only where it can demonstrate, with specific and documented grounds, that the appointment of the new sub-processor creates a concrete and documented risk of violation of the GDPR or applicable personal data protection legislation. Any objection must be submitted in writing, with the specific legal grounds stated, within the notice period. Failure to respond within that period shall be deemed tacit consent.

7.4. The Processor shall contractually bind sub-processors, through an appropriate written agreement, to personal data protection obligations that are substantially equivalent in content to those set out in this DPA.

Article 8 — Transfers of data to third countries

8.1. The Processor declares that its Services (Platform and Widget), in their standard configuration, do not involve any processing of personal data outside the European Economic Area (EEA).

8.3. In the event of any transfer outside the EEA not expressly provided for in Annex 1, the Processor shall obtain prior written and documented instructions from the Controller and shall implement the appropriate safeguards under Chapter V of the GDPR before proceeding with any such transfer.

Article 9 — Amendments to the DPA

9.1. Accessiway reserves the right to amend this DPA in order to align it with subsequent regulatory developments, new guidelines or decisions issued by competent supervisory authorities, or material technological changes to the Services.

9.2. Substantive amendments are communicated to the Controller by email to the address indicated in the Agreement with at least 30 days' notice, indicating the new version of the DPA and its effective date.

9.3. The Controller has the right to withdraw from the Agreement within 14 days of receipt of the notification if the proposed amendment materially prejudices its rights as Controller. In the absence of a valid notice of withdrawal within that period, the new version of the DPA shall be deemed accepted by the Controller.

Article 10 — Liability

10.1. Each Party undertakes to indemnify and hold harmless the other from any damage, loss, or expense arising from its own negligent or wilful breach of this DPA, including those caused by sub-contractors, employees, or other agents of the breaching Party.

10.2. Each Party shall indemnify and hold harmless the other from any claims, actions, proceedings, losses, damages, or expenses brought by third parties and arising from that Party's own violations of this DPA or of applicable personal data protection legislation.

10.3. The provisions of Art. 82 GDPR regarding the right to compensation and liability shall remain unaffected.

Article 11 — Notices

11.1. All communications, notifications, and notices under this DPA must be made in writing. The Controller shall use the contact details indicated in the Order Form; the Processor, for the purposes of this DPA, shall use the following contact details:

AccessiWay S.r.l. — Via Ettore Perrone n. 5, 10122 Turin

Certified Email (PEC): accessiway@pec.net — Email: privacy@accessiway.com

Note: This DPA does not require a separate signature. Acceptance of the Order Form constitutes acceptance of this DPA and of Annex 1, which forms an integral and substantial part thereof.

ANNEX 1

List of Sub-processors

This Annex forms an integral and substantial part of the DPA. Changes to the list of sub-processors are communicated to the Controller by email, to the address indicated in the Agreement, with at least 30 days' notice pursuant to Art. 7.3 of this DPA.

A. Platform Service

Company name	Tool / Service	Purpose of processing	Location	Non-EEA safeguards
HubSpot Inc	HubSpot CRM	Sending transactional service emails	Europe	N/A — processing within EEA
Amazon Web Services EMEA Srl	AWS	Cloud infrastructure, hosting, and storage	Germany	N/A — processing within EEA

B. Widget Service

Company name	Tool / Service	Purpose of processing	Location	Non-EEA safeguards
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accessiBe Ltd.	accessiBe Widget & Proxy	Delivery of the accessibility widget and Proxy Service	Belgium	N/A — processing within EEA