VOLENTIO JSD DATA PROCESSING AGREEMENT ("DPA")

This Data Processing Agreement forms part of the Volentio JSD Terms of Use ("Terms") between you ("Subscriber") and Volentio JSD Limited, ("jsDelivr") covering your organisation's use of the jsDelivr CDN service.

It sets out the parties' obligations with respect to Personal Data processed by jsDelivr. Capitalized terms not defined in this document shall have the meaning provided in jsDelivr's Terms.

In the event of any other conflict or inconsistency between the terms of this DPA and the Terms, the terms of this DPA shall prevail.

1   DEFINITIONS

1.1   In this **Addendum**:

CCPA	means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.
Controller	has the meaning given to that term in Data Protection Laws;
Data Protection Laws	means as applicable and binding on the Subscriber, jsDelivr and/or the Services the:

(a)   CCPA;

(b)   EU GDPR;

(c)   UK GDPR and the UK DPA 2018;

(d)   any laws which implement or supplement any such laws; and

any laws that replace, extend, re-enact, consolidate or amend any of the foregoing

Data Protection Losses	means all liabilities, including all:

costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and to the extent permitted by applicable law:

(i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;

(i) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and

(i) the **reasonable** costs of compliance with investigations by a Supervisory Authority;

Data Subject	has the meaning given to that term in Data Protection Laws;
Data Subject Request	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
DPA 2018	means the United Kingdom's Data Protection Act 2018; and
EU GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679);
GDPR	means the EU GDPR and UK GDPR (as applicable from time to time);
International Recipient	means the organisations, bodies, persons and other recipients to which Transfers of Personal Data are prohibited under Paragraph 7.2 without the Subscriber's prior written authorisation;
Lawful Safeguards	means such legally enforceable mechanism(s) for Transfers of Personal Data as may be permitted under any Data Protection Laws from time to time, including Standard Contractual Clauses;
Onward Transfer	means a Transfer from one International Recipient to another International Recipient;
Personal Data	has the meaning given to that term in Data Protection Laws;
Personal Data Breach	has the meaning given to that term in the Data Protection Laws from time to time;

Processing	has the meanings given to that term in Data Protection Laws (and related terms such as **process**, **processes** and **processed** have corresponding meanings);
Processing Instructions	has the meaning given to that term in Paragraph 3.1.1;
Processor	has the meaning given to that term in Data Protection Laws;
Services	any services provided by jsDelivr to the Subscriber;
Standard Contractual Clauses	means, as applicable, the EU Standard Contractual Clauses and/or the UK Addendum;
Sub-Processor	means another Processor engaged by jsDelivr (or by any other Sub-Processor) for carrying out processing activities in respect of the Personal Data on behalf of the Subscriber;
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws;
Transfer	bears the same meaning as the word 'transfer' in Article 44 of the GDPR. Without prejudice to the foregoing, this term also includes all **Onward Transfers**. Related expressions such as **Transfers, Transferred** and **Transferring** shall be construed accordingly;
UK Addendum	the "İnternational Data Transfer Addendum to the EU Standard Contractual Clauses" issued by the Information Commissioner under section 119(1) of the Data Protection Act 2018
UK GDPR	has the meaning given to that term in the UK DPA 2018.

2 PROCESSING ROLES AND RESPONSIBILITIES

2.1 The parties agree that, for the Personal Data, the Subscriber and those entities (e.g., a customer of the Subscriber) that it permits to use the Services shall be the Controller and jsDelivr shall be the Processor. Nothing in this Agreement relieves the Subscriber of any responsibilities or liabilities under any Data Protection Laws.

2.2 jsDelivr shall process Personal Data in compliance with:

1.1.1 the obligations of Processors under any Data Protection Laws in respect of the performance of its obligations under this DPA; and

1.1.2 the Terms.

1.2   The Subscriber shall comply with:

1.1.1   all Data Protection Laws in connection with the processing of Personal Data, the Services and the exercise and performance of its respective rights and obligations under this DPA, including maintaining all relevant regulatory registrations and notifications as required under any Data Protection Laws; and

1.1.2   the Terms.

1.2   The Subscriber warrants, represents and undertakes, that:

1.1.1   all Personal Data sourced by the Subscriber for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Subscriber providing all of the required fair processing information to, and obtaining all necessary consents from Data Subjects), with Data Protection Laws;

1.1.2   all instructions given by it to jsDelivr in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and

1.1.1   it has undertaken due diligence in relation to jsDelivr's processing operations, and it is satisfied that:

(i)   jsDelivr's processing operations are suitable for the purposes for which the Subscriber proposes to use the Services and engage jsDelivr to process the Personal Data; and

(ii)   jsDelivr has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.

2   INSTRUCTIONS AND DETAILS OF PROCESSING

2.1   Insofar as jsDelivr processes Personal Data on behalf of the Subscriber, jsDelivr:

1.1.1   unless required to do otherwise by applicable law, shall (and shall take steps to ensure each person acting under its authority shall) process the Personal Data only on and in accordance with the Subscriber's documented instructions as set out in this Paragraph 3 and Appendix 1 (including when making a Transfer of Personal Data to any International Recipient), as updated from time to time (**Processing Instructions**);

1.1.2   if applicable law requires it to process Personal Data other than in accordance with the Processing Instructions, shall notify the Subscriber of any such requirement before processing the Personal Data (unless applicable law prohibits such information on important grounds of public interest); and

1.1.1   shall promptly inform the Subscriber if jsDelivr becomes aware of a Processing Instruction that, in jsDelivr's opinion, infringes Data Protection Laws, provided that:

(i)   this shall be without prejudice to Paragraphs 2.3 and 2.4; and

(ii)   to the maximum extent permitted by mandatory law, jsDelivr shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any

losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Processing Instructions following the Subscriber's receipt of that information.

1.2 The processing of Personal Data to be carried out by jsDelivr under this DPA shall comprise the processing set out in Appendix 1.

2 TECHNICAL AND ORGANISATIONAL MEASURES

1.1 jsDelivr shall maintain appropriate administrative, physical and technical safeguards for protection of the security and integrity of the Personal Data as set out in jsDelivr's Security Policy which can be found at https://www.jsdelivr.com/documents/security-policy.pdf.

2 USING STAFF AND OTHER PROCESSORS

2.1 The Subscriber grants jsDelivr a general authorisation to appoint Sub-Processors listed in this page to process the Personal Data provided that jsDelivr shall provide the Subscriber with notice in advance of any intended additions or replacements to the list of Sub-Processors including full details regarding such Sub-Processor.

2.2 jsDelivr shall:

    2.2.1 prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Personal Data, appoint each Sub-Processor under a written contract containing materially the same obligations as those set out in this DPA (including those obligations relating to sufficient guarantees to implement appropriate technical and organisational measures); and

    2.2.2 remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.

2.3 jsDelivr shall ensure that all persons authorised by it (or by any Sub-Processor) to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential (except where disclosure is required in accordance with applicable law, in which case jsDelivr shall, where practicable and not prohibited by applicable law, notify the Subscriber of any such requirement before such disclosure).

3 ASSISTANCE WITH THE SUBSCRIBER'S COMPLIANCE AND DATA SUBJECT RIGHTS

3.1 jsDelivr shall, on request, promptly refer all Data Subject Requests it receives to the Subscriber.

3.2 jsDelivr shall provide such reasonable assistance as the Subscriber reasonably requires (taking into account the nature of processing and the information available to jsDelivr) to the Subscriber in ensuring compliance with the Subscriber's obligations under any Data Protection Laws with respect to:

    3.2.1 security of processing;

    3.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);

    1.1.1 prior consultation with a Supervisory Authority regarding high-risk processing; and

1.1.2   notifications to the Supervisory Authority and/or communications to Data Subjects by the Subscriber in response to any Personal Data Breach,

provided that, and to the extent legally permitted, the Subscriber shall be responsible for any costs arising from provision such assistance.

2   INTERNATIONAL TRANSFERS

2.1   Subject to Paragraph 7.2, jsDelivr shall not Transfer (nor permit any Onward Transfer of) any Personal Data:

1.1.1   from any country to any other country; and/or

1.1.2   to an organisation and/or its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries,

without the Subscriber's prior written authorisation.

1.2   The Subscriber hereby authorises jsDelivr Transferring Personal Data for the purposes referred to in Appendix 1 to any International Recipients, provided all Transfers of Personal Data by jsDelivr to an International Recipient (including any Onward Transfer) shall be subject to the following obligations:

1.1.1   to the extent required and permitted under any Data Protection Laws; and

1.1.2   be made pursuant to a written contract, including equivalent obligations on each Sub-Processor in respect of Transfers to International Recipients as they apply to jsDelivr under any of this Paragraph 7.

1.2   Where the EU GDPR applies, the Lawful Safeguards employed by jsDelivr in connection with Transfers pursuant to Paragraph 7.2 shall be as follows:

1.2.1   Module 2 (Controller to Processor) of the EU Standard Contractual Clauses shall apply to such Transfers where the Subscriber is a Controller of Personal Data;

1.2.2   Module 3 (Processor to Processor) of the EU Standard Contractual Clauses shall apply to such Transfers where the Subscriber is a Processor of Personal Data;

1.2.3   For each module, where applicable:

(a)   in Clause 7, the optional docking clause will not apply;

(b)   in Clause 9, Option 2 will apply, and the time period for prior notice of a Sub-Processor will be 5 days;

(c)   In Clause 11, the optional language will not apply;

(d)   3.3.4 in Clause 17 (Governing Law) (Option 1), the law of Germany will apply;

(e)   3.3.5 In Clause 18(b), disputes will be resolved before the courts of Germany;

(f)   Annex I of the EU Standard Contractual Clauses shall be deemed completed with the information set out in Appendix 1 of this DPA; and

(g)   Annex II of the EU Standard Contractual Clauses shall be deemed completed with the information set out in *jsDelivr's security policy*.

1.3   Where the UK GDPR applies, the Lawful Safeguards employed by jsDelivr in connection with Transfers pursuant to Paragraph 7.2 shall be the UK Addendum, with the following modifications:

(a)   the EU Standard Contractual Clauses shall be deemed amended as specified by Part 2 of the UK Addendum;

(b)   Tables 1 to 3 of the UK Addendum shall be deemed completed with the relevant information from the EU Standard Contractual Clauses, completed as set out above at Paragraphs 7.3.1 and 7.3.2; and

(c)   table 4, the options "neither party" shall be deemed checked in Table 4.

2   RECORDS, INFORMATION AND AUDIT

2.1   jsDelivr shall maintain, in accordance with Data Protection Laws binding on jsDelivr, written records of all categories of processing activities carried out on behalf of the Subscriber.

2.2   jsDelivr shall, in accordance with Data Protection Laws, make available to the Subscriber such information as is reasonably necessary to demonstrate jsDelivr's compliance with its obligations under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and if the information made available is not sufficient to demonstrate jsDelivr's compliance, allow for and contribute to audits, including inspections, by the Subscriber (or another auditor mandated by the Subscriber) for this purpose, subject to the Subscriber:

1.1.1   giving jsDelivr reasonable prior notice of such information request, audit and/or inspection being required by the Subscriber;

1.1.2   If a third party is to conduct the audit, the third party must be mutually agreed to by the Subscriber and jsDelivr (except if such third party is a Supervisory Authority).

1.1.3   ensuring that all information obtained or generated by the Subscriber or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by applicable law);

1.1.4   submitting a detailed proposed audit plan to jsDelivr at least three weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. jsDelivr will review the proposed audit plan and provide the Subscriber with any concerns or questions;

1.1.5   ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to jsDelivr's business, the Sub-Processors' business and the business of other Subscribers of jsDelivr;

      1.1.1   providing jsDelivr with a copy of the audit report, which is subject to the confidentiality terms of Agreement;

      1.1.2   using the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of this Schedule; and

      1.1.3   paying jsDelivr's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

2.3   Without prejudice to the rights granted in paragraph 8.2 above, if the requested audit scope is addressed in a SOC, ISO, NIST, PCI DSS, or similar audit report issued by a qualified third party auditor within the prior twelve months and jsDelivr provides such report to the Subscriber confirming there are no known material changes in the controls audited, the Subscriber agrees to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report.

2   BREACH NOTIFICATION

2.1   On becoming aware of a Personal Data Breach, jsDelivr shall, without undue delay (and in any event within 72 hours):

      1.1.1   notify the Subscriber of the Personal Data Breach; and

      1.1.2   provide the Subscriber with details of the Personal Data Breach.

2.2   The Subscriber agrees to coordinate with jsDelivr on the content of its intended public statements or required notices for the affected Data Subjects and/or notices to the relevant Supervisory Authority regarding the Personal Data Breach.

2   DELETION OF PERSONAL DATA AND COPIES

2.1   jsDelivr shall, at the Subscriber's written request, and to the extent permitted by applicable law (jsDelivr shall inform the Subscriber of any such requirement), delete all the Personal Data within a reasonable time after the earlier of:

      1.1.1   the end of the provision of the Services; or

      1.1.2   once processing by jsDelivr of any Personal Data is no longer required for the purpose of jsDelivr's performance of its relevant obligations under the Terms or this DPA.

2   CCPA Compliance

2.1   jsDelivr will comply with the CCPA's restrictions and prohibitions on service providers selling Personal Data and retaining, using, or disclosing Personal Data outside of the parties' direct business relationship. jsDelivr shall not collect, use, retain, or disclose Personal Data except as permitted in the Terms and under the CCPA. jsDelivr shall not sell Personal Data.

___

1   Subject-matter of Processing:

a.   Provision of the jsDelivr CDN Service;

b.   Troubleshooting; and

c.   Keeping the jsDelivr CDN Service up to date, and enhancing user productivity, reliability, efficacy, quality, privacy, accessibility and security.

2   Duration of Processing:

Processing and transfers shall occur on a continuous basis as instructed by the Subscriber as part of the jsDelivr CDN Service.

3   Nature and purpose of the Processing:

In accordance with the nature and purpose set out in the Terms.

4   Type of Personal Data:

Internet protocol (IP) addresses submitted to jsDelivr via the Services according to, by or at the direction of Subscriber's configuration of the Services.

Browser type, browser version, referrer data (limited to domain),

The URLs of our Service that Subscriber visits (limited to the cdn.jsdelivr.net domain),

The time and date of Subscriber's visit

Unique device identifiers and other diagnostic data.

5   Categories of Data Subjects:

Personal data within the network requests.

6   Special categories of Personal Data:

The Service does not process special categories of personal data