

Attachment 2 – Data Pro Statement

Along with the DPA and its Attachments this Data Pro Statement constitutes the DPA for the product or service(s) as provided by the company that has drawn up this Data Pro Statement for Customers located outside the United States of America.

General information

1. Data Processor

This Data Pro Statement was drawn up by the following data processor:

SkyKick B.V. (“**SkyKick**”)

James Wattstraat 100

1097 DM Amsterdam

The Netherlands

If you have any queries about this Data Pro Statement or data protection in general, please contact:

Gerard Doeswijk

Global Data Protection Officer

DataPrivacy@SkyKick.com

2. Effective date

The Data Pro Statement shall enter into force on 5th of November 2020

We regularly revise our security measures described in this Data Pro Statement to ensure that we are always fully prepared and up to date regarding data protection. If this document is updated, we shall notify you of the revised versions through our regular channels

3. Applicability

This Data Pro Statement applies to the following products and services as provided by SkyKick: The entirety of the SkyKick Platform, including SkyKick Migration Suites, SkyKick Cloud Backup for Office 365 & SkyKick Cloud Manager.

4. SkyKick Product Descriptions

4.1 SkyKick Migration Suites

With the SkyKick cloud migration resellers can assist customers with cloud migration projects from pre-sales to project completion. Further product information is available here:

<https://www.skykick.com/migrate/>

4.2 SkyKick Cloud Backup

The SkyKick cloud backup solution allows customers to protect their data from ransomware and other malicious and indeliberate events which lead to data loss or data corruption. Further product information is available here:

<https://www.skykick.com/office-365-backup/>

4.3 Description of SkyKick Cloud Manager

The SkyKick cloud management product cloud allows for seamless management of services across a customer, SaaS, and even hybrid environments. Through automation customers can improve their help desk performance and strengthen security and data protection. Further product information is available here:

<https://www.skykick.com/cloud-management/>

5. Intended use of the SkyKick Services

The SkyKick platform was designed and built to process the types of data as described in **Attachment 3** – Scope of Processing. When the services were designed the possibility that these would be used to process special categories of personal data or data regarding criminal convictions and offences or personal numbers issued by the government was not considered. It is up to Customer to determine whether it shall use the SkyKick services to process such data.

6. Processing of data outside the EU/EEA.

SkyKick has ensured that the personal data shall be protected to an appropriate standard as any personal data transferred from SkyKick to a Subprocessor located outside the EEA, United Kingdom and Switzerland) shall be governed by the Standard Contractual Clauses Module 3 (processor-to-processor), entered between SkyKick and the relevant Subprocessor.

As part of its commitment to the adherence to GDPR and Swiss Data Protection Law SkyKick can – on entering into a non-disclosure agreement with the customer – provide additional detail on the additional safeguards it has put in place to complement the Standard Contractual Clauses to ensure its compliance with the GDPR and Swiss Data Protection Law in light of recent ruling from the EU Court of Justice in the case Schrems II.

7. Use of sub processors:

All current sub processors of SkyKick are listed in **Attachment 3** – Scope of Processing section 3.

8. Support with requests from Data Subjects:

SkyKick shall support its Customers to respond to requests from Data Subjects as described in the DPA section 4.1

9. Support with Data Privacy Impact Assessments (DPIA)

SkyKick shall support its Customers with Data Privacy Impact Assessments (DPIA) as described in the DPA section 4.2

10. Data deletion

Upon any expiration or termination of the Agreement with a Customer for any reason, SkyKick shall delete personal data it processes on behalf of Customer in such a manner that they shall no longer be able to be used and shall be rendered inaccessible and as further described in the DPA section 3.

Further details on the deletion of data and the automation can be provided upon request through our Global Data Protection Officer (see contact details above).

11. Data exports

If desired by a customer, once an agreement with a customer has been terminated SkyKick can return personal data it processes, as further described in the DPA section 3.

Security policy

SkyKick has implemented the security measures as described in **Attachment 4** – Technical & Organization Security Measures. And SkyKick adheres to the core principles of the following frameworks in relation to the maintenance of its Information Security Management System (ISMS):

- NEN-ISO 9001
- NEN-ISO 27001
- Microsoft Security Development Lifecycle

- CAIQ V3.1

SkyKick has obtained the following certificates

- Data Pro+ Certificate
- ISO 27001:2013

Data leak protocol

In the unfortunate event something does go wrong, SkyKick shall follow the data breach protocol as described in the DPA section 4.3. If Customer is based in Australia, section 9 shall apply in addition to section 4.3.
