

GDPR DATA PROCESSING ADDENDUM

(Revision March 2018)

From 25 May 2018 the GDPR obliges a Controller to have a written agreement containing prescribed provisions with any Processor that it uses.

This General Data Protection Regulation Data Processing Addendum ("**GDPR DPA**") amends and forms part of (i) the ACI Application Services Master Agreement or (ii) such other agreement between ACI and Customer for the purchase of services from ACI that involve the Processing of Personal Data (each, the "**Agreement**") to reflect the parties' agreement of additional terms with regard to the Processing of Customer Data in order to comply with the GDPR.

In the course of providing the services to Customer defined in the Agreement ("**Services**"), ACI may Process Customer Data on behalf of Customer and, where it does, the Parties agree to comply with this GDPR DPA with respect to such Customer Data.

HOW THIS GDPR DPA APPLIES

If Customer entity signing this GDPR DPA is a party to the Agreement, the ACI entity that is also a party to the Agreement is a party to this GDPR DPA and not any other ACI entity.

If Customer entity signing this GDPR DPA is not a party to an Agreement, this GDPR DPA is not valid and is not legally binding on any ACI entity. The Customer entity that has signed this GDPR DPA should request that any Customer entity that is a party to an agreement for the Processing of Customer Data with any ACI Group Company executes a GDPR DPA in the appropriate form.

If Customer entity signing the GDPR DPA is not a party to the Agreement directly with an ACI Group Company, but is instead a customer of an ACI Group Company indirectly via an authorized reseller of ACI Group Company services, this GDPR DPA is not valid and is not legally binding on any ACI entity. Such Customer entity should contact the authorized reseller to discuss whether any amendment to its agreement with that reseller may be required to account for the GDPR.

This GDPR DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in the Agreement (including any existing data processing addendum to the Agreement).

In the event of any conflict or inconsistency between this GDPR Addendum and the Agreement, this GDPR DPA shall prevail.

HOW TO EXECUTE THIS GDPR DPA:

1. This GDPR DPA has been pre-signed on behalf of ACI.
2. Customer must provide below an email address for communications under this GDPR DPA ("**Customer Email Address**"). Customer must update the Customer Email in the event of any change by giving notice to ACI.

Customer Email Address:

3. To complete this GDPR DPA, Customer must complete 2 above, complete the information in the signature box and sign where indicated.
4. Customer must send the completed and signed GDPR DPA to ACI by email to: grp-aci-dataprocessingaddendum@aciworldwide.com

This GDPR DPA will only become legally binding upon receipt of the validly completed GDPR DPA by ACI at the above email address.

DATA PROCESSING TERMS

1. Definitions:

"ACI" means the ACI Entity listed on the Signature Page that is a party to both the Agreement and this GDPR DPA.

"ACI Group Company" means and of ACI Worldwide Corp and its Affiliates.

"Affiliate" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party. For the purposes of this definition, an entity "controls" another entity if it has the power to direct the management and policies of the other entity, through ownership of 50% or more of the voting securities of an entity, representation on its board of directors or other governing body, or by contract.

"Controller" means the entity which alone or jointly with others determines the purposes and means of the processing of Personal Data.

"Customer Data" means any Personal Data of Customer or its Affiliates Processed by ACI under the Agreement, including any Personal Data identified as "Customer Data" or "Your Data" in the Agreement.

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the identified or identifiable person to whom Customer Data relates.

"GDPR" means the Regulation (EU) 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 any information relating to (i) an identified or identifiable natural person or (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and **"Process"** and **"Processes"** shall have a corresponding meaning.

"Processor" means the entity which Processes Personal Data on behalf of a Controller.

"Privacy Shield" means EU-U.S. and Swiss-U.S. Privacy Shield Frameworks to provide a mechanism when transferring Personal Data from the European Union and Switzerland (respectively) to the United States in support of transatlantic commerce.

"Sub-processor" means any entity which Processes Customer Data on behalf of ACI.

“Supervisory Authority” means a public authority which is established by an EU Member State pursuant to the GDPR or otherwise by any governmental authority under the Data Protection Laws and Regulations.

"User" means a person using the Services to store Customer Data.

Unless defined otherwise, terms defined in the Agreement shall have the same meaning when used in this GDPR DPA.

References to the GDPR DPA mean this GDPR DPA and its Schedules.

2. PROCESSING OF CUSTOMER DATA

2.1. Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Customer Data under the Agreement, Customer is the Controller, ACI is the Processor and that ACI may engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors”.

2.2. Customer’s Processing of Customer Data. Customer shall, in its use of the Services, Process Customer Data in accordance with the requirements of Data Protection Laws and Regulations. Customer’s instructions for the Processing of Customer Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of the Customer Data and the means by which Customer acquired the Customer Data and ensuring that disclosure of the Customer Data to and the Processing of Customer Data in order to provide the Services in accordance with the Agreement by ACI is in accordance with the Data Protection Laws and Regulations. Customer shall be responsible for the acts of all Users.

2.3. ACI’s Processing of Customer Data. ACI shall process Customer Data in accordance with the Data Protection Laws.

2.4. Data Protection Impact Assessment. With effect from 25 May 2018, upon Customer’s request, ACI shall provide Customer with reasonable cooperation and assistance needed to fulfil any obligation of the Customer under the Data Protection Laws and Regulations to carry out a data protection impact assessment related to the processing of Customer Data to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to ACI. ACI shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 2.4 to the extent required under the Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from ACI’s provision of any assistance under this Section 2.4.

2.5. ACI’s Processing of Customer Data. ACI shall treat Customer Data as Confidential Information and shall only Process Customer Data on behalf of and in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Users in their use of the Services; (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement; and (iv) Processing required by law.

2.6. Details of the Processing. The subject-matter of Processing of Customer Data by ACI is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Customer Data and categories of Data Subjects Processed under this GDPR DPA are further specified in Schedule 1 (Details of the Processing) to this GDPR DPA.

3. RIGHTS OF DATA SUBJECTS

- 3.1. Regulatory requests.** ACI shall notify Customer of any legally binding request for disclosure of Customer Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- 3.2. Data Subject Request.** ACI shall prior to 25 May 2018 and to the extent legally permitted, promptly notify Customer using the Customer Email Address if it receives a request from a Data Subject to access, correct or delete that person's Customer Data or if a Data Subject objects to the Processing thereof ("**Data Subject Request**"). ACI shall not respond to a Data Subject Request without Customer's prior written consent except to confirm that such request relates to Customer and is a request to which Customer agrees. To the extent Customer, by its use of the Services, does not have the ability to address a Data Subject Request, ACI shall upon Customer's request provide commercially reasonable assistance to facilitate Customer's response to such Data Subject Request to the extent ACI is legally permitted to do so and provided that such Data Subject Request is exercised in accordance with Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from ACI's provision of such assistance.
- 3.3. Data Subject Request.** With effect from 25 May 2018, the following wording will replace Section 3.2 in its entirety: **Data Subject Requests.** ACI shall, to the extent legally permitted, promptly notify Customer using the Customer Email Address if ACI receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making in each case in relation to the Customer Data ("**Data Subject Request**"). Taking into account the nature of the Processing, ACI shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, by its use of the Services, does not have the ability to address a Data Subject Request, ACI shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent ACI is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from ACI's provision of such assistance.
- 3.4. Notification by the Customer.** Customer must make any Data Subject Request or request for assistance in relation to a Data Subject Request by logging into the ACI HELP24 eSupport Portal – <https://www.aciworldwide.com/support> and creating a case.

4. ACI PERSONNEL

- 4.1. Confidentiality.** ACI shall ensure that its personnel engaged in the Processing of Customer Data are informed of the confidential nature of the Customer Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.
- 4.2. Reliability.** ACI shall take commercially reasonable steps to ensure the reliability of any ACI personnel engaged in the Processing of Customer Data.
- 4.3. Limitation of Access.** ACI shall ensure that ACI's access to Customer Data is limited to those personnel performing Services in accordance with the Agreement.
- 4.4. Data Protection Officer.** ACI has appointed a data protection officer. The appointed person may be reached at mbox-aci-privacy-officer@aciworldwide.com.

5. SUB-PROCESSORS

- 5.1. Appointment of Sub-processors.** Customer acknowledges and agrees that (a) ACI's Affiliates may be retained as Sub-processors; and (b) ACI and ACI's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services provided that ACI or the relevant ACI Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations no less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.
- 5.2. List of Current Sub-processors and Notification of New Sub-processors.** ACI will provide Customer a list of its Sub-processors before the GDPR comes into force and will communicate any changes to this list to the Customer via Customer Email Address. ACI or the relevant ACI Affiliate shall impose on such Sub-processors data protection terms that protect the Customer Data to the same standard provided for by this GDPR DPA and shall remain liable for any breach of the GDPR DPA caused by a Sub-processor. Customer can request a list of Sub-processors at any time by logging into the ACI HELP24 eSupport Portal – <https://www.aciworldwide.com/support> and creating a case.
- 5.3. Objection Right for New Sub-processors.** Customer may object to ACI's use of the initial list of Sub-processors or any new Sub-processor subsequently appointed by ACI by notifying ACI promptly in writing within ten (10) business days after receipt of the relevant notice in accordance with Section 5.2. In the event Customer objects to a Sub-processor as permitted in the preceding sentence ACI will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Customer Data by such Sub-processor without unreasonably burdening Customer. If ACI is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the Agreement with respect only to those Services which cannot be provided by ACI without the use of the relevant Sub-processor by providing written notice to ACI. ACI will refund Customer any prepaid fees for such Services covering the remainder of the term of the Agreement following the effective date of termination with respect to such terminated Services, without imposing a termination charge for such termination on Customer but without prejudice to any right of ACI to charge any amount in respect of services or assistance provided on termination.
- 5.4. Liability.** ACI shall be liable for the acts and omissions of its Sub-processors to the same extent ACI would be liable if performing the services of each Sub-processor directly under the terms of this GDPR DPA, except as otherwise set forth in the Agreement.

6. SECURITY

- 6.1. Controls for the Protection of Customer Data.** ACI shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data taking into account the state of the art, costs or implementation and the nature, scope, context and purpose of processing. ACI regularly monitors compliance with these measures. ACI may update or modify such security measures but will not materially decrease the overall security of the Services during the term of the Agreement.
- 6.2. Confidentiality of Processing.** ACI shall ensure that any person that it authorizes to process the Customer Data (including its staff, agents and subcontractors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty) that shall to the extent permitted by law survive for 5 years after the termination of their employment and/or contractual relationship.

6.3. Third-Party Certifications and Audits. ACI has obtained the third-party certifications and audits applicable to the processing of Customer Data. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, ACI shall make available to any Customer that is not a competitor of ACI (or Customer's independent, third-party auditor that is not a competitor of ACI) a copy of ACI's then most recent third-party audits or certifications, as applicable.

6.4. Customer Data Incidents. ACI maintains security incident management policies and procedures and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data transmitted, stored or otherwise Processed by ACI or its Sub-processors of which ACI becomes aware (a "Customer Data Incident"). ACI shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as ACI deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within ACI's reasonable control. The obligations in this Section 6.4 shall not apply to incidents that are caused by Customer or Users.

6.5. Breach notification. Upon becoming aware of any Customer Data Incident, ACI shall notify Customer without undue delay and pursuant to the terms of the Agreement, but within no more than seventy-two (72) hours and shall provide such timely information as Customer may reasonably require to enable Customer to fulfil any data breach reporting obligations under Data Protection Laws and Regulations. ACI will take steps to immediately identify and remediate the cause of such incident. ACI's obligation to report or respond to a Customer Data Incident shall not be construed as an acknowledgment by ACI of any fault or liability of any kind.

7. RETURN AND DELETION OF CUSTOMER DATA

On termination or expiry of the Agreement, ACI shall return Customer Data to Customer or, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Agreement except where it is required by law to retain any data.

8. LIMITATION OF LIABILITY

Each party's liability and the liability of its Affiliates, taken together in the aggregate, arising out of or related to this GDPR DPA and whether in contract, tort (including without limitation negligence) or under any other theory of liability, is subject to the limitation provision in the Agreement (including any provision titled 'Limitation of Liability') and shall be treated as liability under the Agreement, and any reference in any such limitation to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement including this GDPR DPA.

For the avoidance of doubt, ACI's and its Affiliates' total liability for all claims from Customer and all of its Affiliates arising out of or related to the Agreement shall apply in the aggregate for all claims under the Agreement including this GDPR DPA.

9. GOVERNING LAW

This GDPR DPA shall be governed by the same laws of England and Wales. The parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

10. THIRD PARTY RIGHTS

Except as set out in Section 8 no third party that is not a party may enforce any provision of this GDPR DPA. The parties may amend, vary, cancel all or part of this GDPR DPA without the agreement or consent of any third party. Any such amendment, variance or cancellation may only be effected in writing signed by both parties.

11. LEGAL EFFECT

This GDPR DPA shall only become legally binding between Customer and ACI in accordance with the Section "HOW THIS GDPR DPA APPLIES" and when the formalities steps set out in the Section "HOW TO EXECUTE THIS GDPR DPA" above have been fully completed.

List of Schedules

Schedule 1: Details of Processing

[Signature page follows]

CUSTOMER

Signature: _____

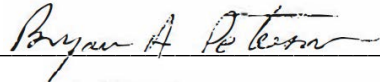
Customer Legal Name: _____

Print Name: _____

Title: _____

Date: _____

**ACI Worldwide Corp.
Applied Communications (Ireland) Limited
Applied Communications Inc (CIS) Ltd.
Applied Communications Worldwide
(Nordic) AB**

Signature: 

Print Name: Bryan A. Peterson

Title: Treasurer

Date: 13-March-2018

**ACI Worldwide (EMEA) Limited
ACI Worldwide (Germany) GmbH
ACI Global Limited
ACI Worldwide (eps) AG
ACI Worldwide (France) S.A.
ACI Worldwide (Italia) S.R.L.
ACI Worldwide (Norway) AS
ACI Worldwide B.V.**

Signature: 

Print Name: David G. King

Title: Director

Date: 15 MAR 2018

SCHEDULE 1 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

ACI will Process Customer Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

Duration of Processing

Subject to Section 8 of the GDPR DPA, ACI will Process Customer Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Customer Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Customer Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

Type of Personal Data

Customer may submit Customer Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Business Contact information (company, email, phone, physical business address)
- ID data
- Personal Email Address
- Account Numbers
- Cardholder Primary Account Number (Debit/Credit)