

MSite Data Protection Terms and Conditions

This Data Protection Agreement ("DPA"), forms part of the overall Terms and Conditions (Including the consolidated hire purchase terms and conditions and SAAS terms and conditions) between Human Recognition Systems LTD trading as MSite ("MSite") and the undersigned customer of MSite ("Customer") for certain workforce management software, hardware and/or other services (collectively, the "Service") provided by MSite (the "Conditions"). All capitalized terms not defined herein shall have the meanings set forth in the Terms. Each of Customer and MSite may be referred to herein as a "Party" and together as the "Parties."

The Parties have agreed to enter into this DPA in order to ensure that adequate safeguards are put in place with respect to the protection of such Personal Data as required by Data Protection Legislation. This DPA is effective during the Hire Period and supersedes and replaces any previously applicable terms relating to their subject matter (including any data processing amendment or data processing addendum relating to the Services. In the event of any conflict between the terms of this DPA and the terms of the Conditions, the terms of this DPA shall prevail.

1. Definitions and Interpretation

1.1 The Definitions and Interpretations as set out in the Conditions shall apply to this DPA as supplemented by the following definitions and rules of interpretation:

Business Purposes: the services to be provided by MSite to the Customer as described in the Conditions and any other purpose specifically identified in ANNEX A.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller: the party that determines the purposes and means of the Processing of Customer Data and includes a "business" as defined under the applicable Data Protection Legislation.

Customer Data: all Personal Data Processed by MSite on behalf of the Customer to provide the Services under this DPA and the Conditions.

Data Protection Legislation: means (i) the UK Data Protection Act 2018 (as amended and/or updated from time to time) ("DPA"); (ii) the UK General Data Protection Regulation ("UK GDPR") (as amended and updated from time to time); (iii) the European Union General Data Protection Regulation (EU GDPR) (as amended and updated from time to time), EU Member State laws supplementing the GDPR, and the Swiss Federal Act on Data Protection (Swiss DPA); (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (v) all applicable U.S. federal and state consumer privacy and data protection laws, including the California

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Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., as amended, and its implementing regulations ("CCPA").

Data Subject: the identified or identifiable living individual to whom the Personal Data relates.

Deidentified Information: information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular Data Subject.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Personal Data: means any information relating to an identified or identifiable living individual that is processed by MSite on behalf of the Customer as a result of, or in connection with, the provision of the services under the Conditions.

Processing, processes, processed, process: any activity that involves the use of the Personal Data, including, but not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.

Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller, and to the extent applicable, shall include "Service MSite" and "Contractor" as the terms are defined under applicable Data Protection Legislation.

Regulator: any entity which has jurisdiction to enforce MSite's compliance with applicable Data Protection Legislation.

Services: the products, services and other activities that are, ordered by the Customer, supplied or carried out by or on behalf of MSite for the Customer pursuant to the Conditions.

Sub-Processor: any person or entity appointed by or on behalf of the Processor to Process Customer Data.

Term: this DPA's term as defined in Clause 9.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 This DPA is subject to the terms of the Conditions.
- 1.3 The Annexes form part of this DPA and will have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Annexes.



1.4 A reference to writing or written includes faxes and email.

2. Personal Data Types and Processing Purposes

- 2.1 The Customer and MSite agree that for the purpose of the Data Protection Legislation:
- 2.1.1 the Customer is the Controller and MSite is the Processor.
- 2.1.2 the Customer retains control of Customer Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices, obtaining any required consents, and for the written processing instructions it gives to MSite.
- 2.1.3 ANNEX A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which MSite may process the Personal Data to fulfil the Business Purposes.

3. Customer's Obligations

- 3.1 The Customer will make available on written request, all information and documentation necessary for MSite to demonstrate compliance with its obligations under applicable Data Protection Legislation.
- 3.2 The Customer acknowledges that, where it provides any Customer Data to MSite for Processing by MSite, it has duly informed the relevant Data Subjects of their rights and obligations, and in particular has informed them of the possibility of MSite Processing their Customer Data on the Customer's behalf and in accordance with its instructions, and it has complied with all applicable Data Protection Legislation in the collection and provision to MSite of such Customer Data and has taken all necessary steps to ensure that MSite can Process such Customer Data, including by obtaining the Data Subjects' consent, if required. The Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data to the extent applicable under applicable Data Protection Legislation.
- 3.3 The Customer shall take reasonable steps to keep Customer Data up to date to ensure the Customer Data are and remain accurate and complete regarding the purposes for which they are collected.
- 3.4 The Customer represents and warrants that (i) it has complied, and will continue to comply, with all applicable laws, including applicable Data Protection Legislation, in respect of its processing of Customer Data and any processing instructions it issues to MSite; and (ii) it has provided, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable Data Protection Legislation for MSite to process Customer Data for the Business Purposes described in the Conditions.

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- 3.5 To the extent applicable, Customer will confirm that it has a valid registration with the Commissioner which covers the intended disclosure of Customer Data pursuant to this DPA.
- 3.6 The Customer shall be responsible for communications and leading any efforts to comply with all requests made by Data Subjects under the applicable Data Protection Legislation, and all communications from Regulators that relate to the Customer Data.

4. MSite's Obligations

- 4.1 Customer Instruction. MSite is authorised to process Customer Data on behalf of the Customer, subject to the conditions of this DPA and in accordance with the instructions given under this DPA and the Conditions. MSite may Process Customer Data otherwise than in accordance with the Customer's instructions if it reasonably considers that compliance with the Customer's instructions would or may breach any applicable laws. MSite shall inform the Customer of the requirements of applicable laws before any such Processing unless the applicable laws prohibit the provision of such information on important grounds of public interest. MSite shall comply promptly with any Customer written instructions requiring MSite to amend, transfer, delete or otherwise process the Customer Data, or to stop, mitigate or remedy any unauthorised processing.
- 4.2 Disclosure to Third Parties. MSite will not disclose the Customer Data to third parties unless the Customer or this DPA specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner). If a domestic law, court or regulator (including the Commissioner) requires MSite to process or disclose the Customer Data to a third-party, MSite shall first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.
- 4.3 Assistance. MSite will reasonably assist the Customer, at the Customer's cost, with meeting the Customer's compliance obligations under applicable Data Protection Legislation, taking into account the nature of MSite's processing and the information available to MSite, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Regulators under applicable Data Protection Legislation.
- 4.4 Confidentiality. MSite will ensure that all personnel (including employees) who have access to and/or process Customer Data are legally obliged to keep the Customer Data confidential.
- 4.5 MSite will retain Customer Data only for as long as Customer deems it necessary for the purposes of Processing, or as required under the applicable Data Protection Legislation. At the termination of this DPA, or upon Customer's written request, MSite will either destroy or return Customer Data to Customer, unless legal obligations require storage of Customer Data. Upon Customer's written request, MSite will certify in writing to the Customer that it has deleted or destroyed the Customer

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Data within 30 days after it completes the deletion or destruction.

4.6 To the extent legally required under applicable Data Protection Legislation, MSite agrees (i) to only use Customer Data to provide the Services under this DPA and the Conditions; (ii) to not collect, retain, use, sell, share, disclose or otherwise process any Customer Data, for any purpose other than providing the Services under this DPA and the Conditions, or as otherwise permitted; and (iii) not to combine Customer Data with Personal Data that MSite receives from or on behalf of another person or entity or collects from its own interactions with a Data Subject except to perform the Services. Notwithstanding anything to the contrary in this DPA and the Conditions, the Customer acknowledges that MSite shall have a right to Process Customer Data in relation to the support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent MSite deidentifies Customer Data, it will take reasonable measures to ensure that the information cannot be associated with an individual, publicly commit to maintain and use the information in deidentified form and not to attempt to reidentify it, and contractually obligate any recipients of the Deidentified Information to comply with all provisions in this paragraph. MSite shall promptly inform the Customer if it determines that it can no longer meets its obligations in this section. MSite hereby certifies that it understands its obligations in this section and will comply with them. For the purposes of this section, "sell" and "share" shall have the meanings ascribed to them in the CCPA.

5. **Security**

- 5.1 MSite shall at all times implement appropriate technical and organisational measures (taking into account state of the art and cost of implementation) appropriate to the nature, scope, context and purposes of Processing, against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Customer Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Customer Data including, but not limited to, the security measures set out in ANNEX B.
- 5.2 The technical and organisational measures are described in ANNEX B of this DPA. MSite may adapt such measures from time to time, for example, as a result of the development of regulations, technology and other industry considerations, provided that such measures secure at least the same level of safety and/or security as the measures described in ANNEX B.

6. Personal Data Breach

6.1 If MSite becomes aware of a Personal Data Breach or other security incident affecting or relating to Customer Data, MSite will promptly: (a) notify the Customer of the Security Breach; (b) investigate the Personal Data Breach and provide the Customer with information about the Personal Data Breach; and (c) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Personal Data Breach. MSite's obligation to report or respond to any Personal Data Breach

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- under this Clause is not and will not be construed as an acknowledgement by MSite of any fault or liability with respect to the Personal Data Breach.
- 6.2 Immediately following any Personal Data Breach, the Parties will coordinate with each other to investigate the matter. Further, MSite will reasonably cooperate with the Customer and MSite shall be compensated for any costs and time incurred in relation to the assistance provided, in the Customer's handling of the matter, including but not limited to:
- 6.2.1 assisting with any investigation;
- 6.2.2 providing the Customer with physical access to any facilities and operations affected;
- 6.2.3 facilitating interviews with MSite's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
- 6.2.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
- 6.2.5 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Customer Data Breach or accidental, unauthorised or unlawful Customer Data processing.
- 6.3 Notification(s) of Personal Data Breaches, if any, will be delivered to one or more of the Customer's business, technical or administrative contacts by any means MSite selects, including via email. It is the Customer's sole responsibility to ensure it maintains accurate contact information on MSite's support systems at all times.

7. Cross-Border Transfers of Personal Data

- 7.1 MSite (and any Sub-Processor) shall not transfer any Customer Data outside the UK unless the following conditions are fulfilled:
- 7.1.1 MSite is processing Customer Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. MSite must identify in ANNEX A the territory that is subject to such adequacy regulations; or
- 7.1.2 MSite participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that MSite (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR [and EU GDPR]. MSite must identify in ANNEX A the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and MSite must immediately inform the Customer of any change to that status; or



- 7.1.3 the transfer otherwise complies with the Data Protection Legislation for the reasons set out in ANNEX A.
- 7.2 If any Customer Data transfer between the Customer and MSite requires execution of Standard Contractual Clauses, UK Addendum or International Data Transfer Agreement (together "Transfer Mechanism") in order to comply with the Data Protection Legislation (where the Customer is the entity exporting Customer Data to MSite outside the European Economic Area), the parties will complete all relevant details in, and execute, the relevant Transfer Mechanism, and take all other actions required to legitimise the transfer.
- 7.3 Where there is an appointment by MSite of a Sub-Processor located outside the UK (and / or outside of the European Economic Area) in compliance with the provisions of clause 8, then the Customer authorises MSite to enter into a relevant Transfer Mechanism with the Sub-Processor in the Customer's name and on its behalf. MSite will make the executed Transfer Mechanism available to the Customer on request.

8. Sub-Processing

- 8.1 Customer acknowledges and agrees that MSite may engage its current Sub-Processors listed in ANNEX A as well as [in MSite's customer portal on its website]. Without prejudice to Clause 8.23, the Customer gives MSite a general authorisation to use Sub-Processors without obtaining any further written, specific authorisation from the Customer provided that MSite confirms that it has entered into or (as the case may be) will enter into a written agreement with the third-party Sub-Processor, which agreement shall contain provisions which comply with the Data Protection Legislation and which, in any event, are no less onerous than those imposed under this DPA.
- 8.2 Notification of New Sub-Processors and Customer Objection. During the Hire Period of the Conditions, MSite will update its current Sub-Processor list in the customer portal on its website periodically to reflect any changes. MSite will notify Customer if it adds or removes Sub-Processors at least fifteen (15) days prior to any changes if Customer opts in to receive such notifications. Customer may object to MSite's use of a new Sub-Processor by notifying MSite promptly in writing within ten (10) business days after receipt of MSite's notice of appointment of Sub-Processor, provided such objection is based on reasonable grounds, such as the violation of Applicable Data Protection Laws or the weakening of the security of the Customer Data. In the event Customer objects to a new Sub-Processor, as permitted in the preceding sentence, the Parties agree to discuss commercially reasonable alternative solutions in good faith. If the Parties cannot reach a resolution within sixty (60) days from the date of MSite's receipt of Customer's written objection, Customer may discontinue the use of the affected Services by providing written notice to MSite. In the absence of timely and valid objection by Customer, such Sub-Processor may be commissioned to process Customer Data.



8.3 Liability. MSite shall be liable for the acts and omissions of its Sub-Processors to the same extent MSite would be liable if performing the services of each Sub-Processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

9. Term and Termination

- 9.1 This DPA will remain in full force and effect so long as:
- 9.1.1 the Conditions remains in effect; or
- 9.1.2 MSite retains any of the Customer Data related to the Conditions in its possession or control (Term).
- 9.2 Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the Conditions in order to protect the Customer Data will remain in full force and effect.
- 9.3 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Conditions obligations, the parties may agree to suspend the processing of the Customer Data until that processing complies with the new requirements.

10. Audit

- 10.1 Subject to obligations of confidentiality, MSite will make available to the Customer a summary of its most recent relevant audit report and/or other documentation reasonably required by the Customer which MSite makes generally available to its customers, so that the Customer can verify MSite's compliance with this DPA.
- 10.2 To the extent that the Customer considers that such reports do not sufficiently verify MSite's compliance with its obligations under this DPA, MSite will permit the Customer and its third-party representatives to audit MSite's compliance with its obligations under this DPA, on at least 90 days' notice, during the Term, up to once per year, unless otherwise requested by a Regulator.
- 10.3 Subject to obligations of confidentiality, Customer may contact MSite to request an audit of MSite's procedures relevant to the protection of Customer Data, but only to the extent required under applicable Data Protection Legislation. Such audit will be conducted by an independent third party reasonably acceptable to MSite. The relevant third party shall be obliged by a non-disclosure agreement towards MSite. Before the commencement of any such on-site audit, Customer and MSite shall mutually agree upon the scope, timing, and duration of the audit. Such audits will not occur more than annually, unless requested by a Regulator.



- 10.4 The audit may only include information and material which is deemed to be relevant for the purpose of verifying MSite's compliance with the requirements of this DPA. MSite may refuse to give access to information which is reasonably regarded as strictly confidential or outside the prior mentioned scope.
- 10.5 The Customer will compensate MSite for any costs and time incurred related to providing assistance to the Customer.
- 10.6 The results of the audit and all information reviewed during such audit will be deemed MSite's confidential information. Notwithstanding any other terms, the Auditor may only disclose to the Customer specific violations of this DPA, if any, and the basis for such findings, and shall not disclose to the Customer any of the records or information reviewed during the audit.

11. Limitation of Liability

MSite's liability arising out of or related to this DPA shall be subject to the exclusions and limitations of liability set forth in the Conditions. The liability described in the DPA shall in no event exceed the limitations set forth in the Conditions, and under no circumstances and under no legal theory, whether in contract, tort, negligence or otherwise, will MSite or its affiliates, officers, directors, employees, agents, service providers, suppliers, or licensors be liable to Customer or any third party for any lost profits, lost sales of business, lost data, business interruption, loss of goodwill, or for any type of indirect, incidental, special, exemplary, consequential or punitive loss or damages, regardless of whether such party has been advised of the possibility of or could have foreseen such damages. For the avoidance of doubt, this section shall not be construed as limiting the liability of either Party with respect to claims brought by Data Subjects.

12. Severability

Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invaliding the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall incorporate such substitute provision into this DPA.



ANNEX A Personal Data processing purposes and details

The Customer wishes to engage the services of the Provider to process personal data on his behalf under the terms and conditions of this contract.

1. Subject matter and duration of the Contract

1.1. Subject matter

The Subject matter of the Agreement regarding the processing of data is the execution of the following services or tasks by the Provider as the Data Processor as follows:

The Customer is the Data Controller and uses the Provider's online software solution "MSite" as a socalled Software as a Service (SaaS). The terms for the use of MSite is regulated under the "Master Agreement" and or relevant terms and conditions.

MSite provides, among other things, an integrated solution for workforce management, inductions, training, right-to-work checks, employee accreditation & reporting offering a fingerprint/face biometric construction site access control system that uses employee data to improve site safety and security.

Customer-created content may relate to the personal data of its employees and the employees or potential employees of its sub-contractor/client workforce.

2. Specification of Contract Details:

2.1. Nature and Purpose of the Intended Processing of Data

The undertaking of the contractually agreed processing of personal data.

2.2. Type of Data

MSite Customers can configure MSite to store different types of personal data including but not limited to:

- Name
- Employee Profile Image (Photo)
- Address and postcode
- Email address
- Telephone number
- Occupation/trade
- National Insurance Number
- Date of Birth
- Next of Kin details and telephone contact number
- Relationship to Next of Kin (where provided by You)
- Biometric data including face/finger
- Where applicable, PIN Code access data and login details for the administration and access to the MSite Platform.
- Health data
- Equality and Diversity Information
- details of training records, qualifications, accreditations and Construction Skills Certification Scheme cards
- Details of any work-related incidents

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2.2.1. Additional Information

- Log Information. We may automatically collect login data such as your Internet Protocol ("IP") address, browser type, pages viewed, the date and time you access our servers, device type, device operating system and other diagnostic data. This data is used so that we can ensure the security of the data, provide adequate support and make improvements to our services.
- Location Information. We may infer the generic physical location and geographic regions of workers and any device used.
- Time & Attendance Information -Details of entry/exit logs from MSite access terminals or applications.
- Cookies. The Platform may use cookies or similar technologies depending on the services used by Principal Contractors on the Platform.

2.3. Type of Data

The Subject Matter of the processing of personal data comprises the following data:

types/categories:

- Personal Master Data (Key Personal Data)
- Contact Data
- Disclosed Information (from third parties, e.g. Credit Reference Agencies or from
- Public Directories)
- Other Personal Data that the Customer/users insert when using MSite

2.4. Categories of Data Subjects

Employees, workers or contractors including subcontractors and/or suppliers of the Customer in its supply chain as instructed by the Customer.

The Categories of Data Subjects comprise:

- Employees of MSite Customer
- Employees of MSite Customer sub-contractors
- Potential employees of MSite Customer clients
- Sub-Contractors
- Employees of Potential Customers

3. Sub-Processors

Sub-Processor	Types of data Transferred	Purpose for the data transfer	Location
Amazon Web Services	All	Infrastructure as a Service provider	London, United Kingdom



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Twilio	First name, Last name, Phone number	SMS Invite to employee to complete registration	USA
Loquate	Employee Postcode, Lodging Postcode	Travel distances to the site	United Kingdom
HERE	Employee Postcode/ZIP code, Lodging Postcode/ZIP code	Travel distances to the site	USA
ESRI	Employee Postcode/ZIP code, Lodging Postcode/ZIP code	Travel distances to the site	USA
CITB Construction Training Register	Last name, DOB, NI number	Validate employee details	United Kingdom
CSCS	First Name, Last Name, DOB, CSCS or equivalent card number	Validate employee details	United Kingdom
Microsoft Azure	All - Pseudonymised	Statistical and analytical Dashboards & Reporting	London, United Kingdom

Note that any service provided by a Sub-processor highlighted to be in the USA can at the customer's request be turned off however this may limit the services or functionality offered by the Provider.

Provider is furthermore entitled to change the existing sub-processors with a new sub-processor providing equivalent services when:

The Provider informs the Customer of such outsourcing with appropriate advance notice; and

The subcontracting is based on a contractual agreement in accordance with GDPR Article 28 paragraphs 2-4

The transfer of personal data from the Customer to the sub-processors and the sub-processors commencement of the data processing shall only be undertaken after compliance with all requirements has been achieved.



ANNEX B Security measures

Description of the technical and organisational security measures implemented by MSite:

People Security

All MSite staff, not just a sub-set of staff, must pass stringent Criminal Record background checks and all staff complete Data Protection training during the onboarding process and this training is refreshed annually.

Product Security

MSite is developed with a robust Privacy by Design (PbD) approach with data security the priority and centre of our platform architecture. MSite engineers perform internal security reviews before products are launched and MSite regularly performs third-party penetration testes. All data is Encrypted in Transit with MSite supporting TLS 1.2 to encrypt network traffic between the MSite web/mobile applications and MSite data centres. MSite secures your secrets using industry best practice methods to salt and repeatedly hash your credential before it is stored. Users can also add another layer of security to their account by using two-factor authentication (2FA) for the MSite console.

Datacentre Security & Compliance

MSite leverages AWS data centres for all production systems and customer data. AWS complies with leading security policies and frameworks, including SSAE 16, SOC framework, ISO 27001 and PCI DSS. MSite (AWS) developers and administrators on the corporate network who need to access AWS cloud components in order to maintain them must explicitly request access through the AWS ticketing system. All requests are reviewed and approved by the applicable service owner. Approved AWS personnel then connect to the AWS network through a bastion host that restricts access to network devices and other cloud components, logging all activity for security review.

Business Continuity / Disaster Recovery

Hosting our services on AWS gives MSite the ability to remain resilient even if one location goes down. AWS spans multiple availability zones, which allow MSite servers to remain resilient in the event of most failure modes, including natural disasters or system failures. MSite performs regular backups of customer data using Amazon S3 cloud storage. All backups are stored redundantly across multiple availability zones and encrypted in transit and at rest using strong encryption.

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