

This Appendix applies for Personal Data Controllers using AddSecure Link Manager

DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "**DPA**") is part of the main agreement (the "**Agreement**") entered between:

- (a) [AddSecure counterparty referred to in the main agreement]

Company name _____

Corporate Identity No. _____

Address: _____

(which shall be referred to as "**Controller**" or "**Party**"); and

- (b) **AddSecure Group AB**, Corporate Identity No. 559210-7402, Address: Telefonvägen 26, SE-126 26 Hägersten, Sweden; or any of its subsidiary companies that are listed at addsecure.com/about-us/data-protection/, with which you have a relationship (which shall be referred to as "**Processor**" or "**Party**").

The Controller and the Processor are hereinafter referred together as the "**Parties**" and individually as a "**Party**".

1. THE DEFINITIONS

"**Affiliate**" means any legal entity that is (a) directly or indirectly owning or controlling a Party; or (b) under the same direct or indirect ownership or control as a Party; or (c) directly or indirectly controlled by a Party; for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of fifty percent (50%) or more of the nominal value of the issued equity share capital or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

"**Data Protection Regulation**" shall mean any and all data protection and privacy laws, rules and regulations of the EU and other applicable national data protection legislation and regulation in force and as amended from time to time applicable to the processing of personal data under this DPA, including but not limited to the General Data Protection Regulation "**GDPR**" (2016/679/EU), the Privacy and Electronic Communication Directive 2002/58/EC, and all national legislation implementing or supplementing the foregoing and all associated instructions and binding orders issued by any applicable data protection authority.

"**Personal Data**" means any personal data which is subject to the processing under this DPA. The terms recognized by GDPR, such as "**controller**", "**processor**", "**personal data**", "**processing**", "**personal data breach**", "**data subject**", "**binding corporate rules**", "**standard contractual clauses**" and "**supervisory authority**" shall have the meanings set out for them in the GDPR.

"**Service**" means a web-based service or other service included in the main agreement.

2. PURPOSE AND SCOPE OF THE PROCESSING

When performing its services and duties under the Agreement, the Processor acts as a processor and may process Personal Data on behalf of the Controller or its Affiliates acting as controller(s). This DPA applies to any processing of Personal Data on behalf of the Controller, performed by or for the Processor under the Agreement.

The Processor may not use Personal Data under this DPA for any other purposes than those specified in the Agreement and this DPA.

This DPA (including its Appendices) form a part of the Controller's instructions.

3. RIGHTS AND RESPONSIBILITIES OF THE CONTROLLER

The Controller shall:

- (i) process Personal Data in compliance with Data Protection Regulation;
- (ii) be entitled to give documented instructions to the Processor on the processing of Personal Data under this DPA; and
- (iii) at all times retain the control and authority to the Personal Data.

4. RESPONSIBILITIES OF THE PROCESSOR

As stated above, the Processor shall process Personal Data only on behalf of Controller for the purposes defined in this DPA. In particular the Processor shall:

- a) process Personal Data only on the documented instructions of Controller, including with regard to transfers of personal data to a third country or an international organization, unless required to deviate from such instructions in order to comply with applicable Data Protection Regulation within EU to which the Processor is subject to. In such case, Processor shall without undue delay inform Controller of such requirement before processing any Personal Data, unless the Data Protection Regulation within the EU which the Processor is subject to prohibits such a notification;
- b) ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) assist Controller in ensuring compliance with its legal obligations, such as with Controller's data security, data protection impact assessment and prior consulting obligations set out in the Data Protection Regulation, and in particular implement appropriate technical and organizational measures to protect the Personal Data subject to this DPA against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, and Controller shall reimburse the Processor for the costs arising in relation to this assistance;
- d) assist Controller by taking appropriate technical and organizational measures for the fulfillment of Controller's obligation as the controller to respond to requests for exercising data subjects' rights under the Data Protection Regulation. Processor shall provide Controller with prompt notice of any request made by any data subject, and refrain from responding to such request before receiving Controller's instructions. Controller shall reimburse the Processor for the costs arising in relation to this assistance;
- e) make available to the Controller all information necessary to demonstrate compliance with processor's obligations set out in this DPA and in Data Protection Regulation, and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller at the Controller's own cost;
- f) keep accurate records of any processing activities under this DPA in accordance with the requirements set forth in the Data Protection Regulation and provide the Controller with such records within ten (10) working days from receiving Controller's request;
- g) ensure that no Personal Data is transferred, released, assigned, disclosed or otherwise made available to any third party without Controller's specific prior written consent; where the Processor engages another processor with such consent, the Processor shall ensure that the same data protection obligations as set out herein be imposed on that other processor by way of a contract. The Processor shall be liable to the Controller for the performance of that other processor's obligations;
- h) inform the Controller immediately if an instruction of the Controller infringes Data Protection Regulation or if Personal Data is processed or will be processed against Data

Protection Regulation or the Agreement (including this DPA), and inform the Controller without undue delay about complaints or audits of data protection authorities that are related to the processing of Personal Data under the Agreement (including this DPA);

- i) inform the Controller without undue delay after becoming aware of a personal data breach, meaning a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed. The notification shall describe the nature of the breach, number of subjects affected, likely consequences of the breach, measure taken or proposed to be taken as well as other details relating to the breach as listed in Article 33(3) of the GDPR; and
- j) upon termination of this DPA, or upon Controller's written request, either destroy or return all Personal Data, unless otherwise required by Data Protection Regulation within the EU which the Processor is subject to.

5. LIABILITY

The Parties agree that the division of responsibility between the Parties is based on the principle that the respective Parties need to fulfil their own obligations under the Data Protection Regulation, and that any fines imposed by any authority shall be paid by the Party that has failed in the performance of its legal obligations under the Data Protection Regulation.

Under no circumstances shall either Party be responsible for any fines or damages to the extent that they are resulting from or affected by the past or present acts or omissions of the other Party. In any event, the liability a Party for a breach of this DPA shall be limited in accordance with the limitation of liability provisions of the Agreement.

6. TERM AND TERMINATION

This DPA shall remain in full force for as long as the Agreement is in force, and shall terminate automatically upon termination or expiry of the Agreement.

7. ORDER OF PRECEDENCE

This DPA (including its Appendices) shall be governed by the terms and conditions of the Agreement. However, in the event of any conflict between this DPA and the Agreement, the DPA shall prevail.

8. MISCELLANEOUS

Should any provision of this DPA be or become invalid, the legal validity of the remaining provisions shall not be affected. Instead of the invalid provision, a valid provision shall be deemed to have been agreed upon which comes as close as possible to the intentions of the Parties.

This DPA applies to and covers any changes, additions or amendments to the Agreement unless a new data processing agreement is entered into. If the Agreement is terminated and a new contract with a similar scope and purpose to the Agreement is entered into, but without a new data processing agreement, this DPA shall apply to the new contract. This also applies if an explicit reference is made to this DPA in a contract between the Controller and the Processor.

9. GOVERNING LAW AND SETTLEMENT OF DISPUTES

The DPA shall be applied and interpreted in accordance with the law stated in the Agreement. Notwithstanding this, the Processor must at all times process Personal Data in accordance with Data Protection Regulation.

Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be finally settled in accordance with the dispute resolution provision in the Agreement.

In witness whereof, the Parties have duly noted their acceptance of this DPA, in two (2) equal counterparts, one (1) for each Party.

Controller

Processor

[Name]

Kiki Lehto

Kiki Lehto (June 8, 2022)

Kiki Lehto, Corporate DPO

Place and date:

Place and date:

Helsinki, 8 June 2022

Appendix 1

1. PURPOSE OF THE SUPPLEMENT

This supplement (“**Supplement**”) is made under and forms an integral part of the DPA by and between the Parties. The terms and conditions of the DPA shall be applied to this Supplement and shall not be amended by this Supplement more than specified below.

The Processor undertakes to process Personal Data on behalf of the Controller and in accordance with the terms and conditions of the DPA.

The Parties agree the following:

Controller	As in Data Processing Agreement, page 1, section (a)
Processor	As in Data Processing Agreement, page 1, section (b)
Processor's data protection officer or other person responsible for data protection	See list of Data Protection Officers at addsecure.com/about-us/data-protection/
Subject-matter of the processing of personal data	The Personal data is processed for: <ul style="list-style-type: none"> • hosting services as stated and described in the main agreement
Nature and Purposes of the processing	The Personal Data is processed for the following purposes: <ul style="list-style-type: none"> • to be able to fulfill the obligations in the main agreement
Duration of processing	Personal Data shall be processed until the main agreement is terminated. Deletion of data in the services (e.g., web-based services offered by the Processor) should be executed by (a) the Controller, or (b) by the Processor up on request from the Controller
Approved Sub-processors	The following categories of Sub-processors may process the Personal Data: <ul style="list-style-type: none"> • AddSecure Group subsidiary companies: this covers the processing of Personal Data in order to manage and develop the Service • Service providers: this covers the processing of Personal Data in order to provide the Service
Transfers of Personal Data	<input type="checkbox"/> Personal Data may be transferred to countries outside the EU/EEA <input checked="" type="checkbox"/> Personal Data may not be transferred to countries outside the EU/EEA <hr/> Instrument used for transfer of Personal Data <input type="checkbox"/> EU Commission's Standard Contractual Clauses <input type="checkbox"/> Binding Corporate Rules <input type="checkbox"/> EU Commission decisions on the adequacy of the protection of personal data in third countries <input checked="" type="checkbox"/> An exception of the Transfer of Personal Data applies if and when the Service is temporarily used outside EU/EEA. In such situations the derogations for specific situations (Article 49 GDPR) applies such as: a) the data subject has explicitly consented to the proposed

	transfer, b) the transfer is necessary for the performance of a contract between the data subject and the controller, or c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject.				
Geographic location of Personal Data	<p>The Personal Data will be processed (remotely accessed or hosted) in following countries or locations:</p> <table border="1"> <tr> <td><input checked="" type="checkbox"/> European Union (EU) or European Economic Area (EEA) territory</td> <td><input type="checkbox"/> United States (enter Data Importer):</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Other territory (please specify and enter Data Importer):</td> </tr> </table>	<input checked="" type="checkbox"/> European Union (EU) or European Economic Area (EEA) territory	<input type="checkbox"/> United States (enter Data Importer):	<input type="checkbox"/> Other territory (please specify and enter Data Importer):	
<input checked="" type="checkbox"/> European Union (EU) or European Economic Area (EEA) territory	<input type="checkbox"/> United States (enter Data Importer):				
<input type="checkbox"/> Other territory (please specify and enter Data Importer):					
Data Security	<p>The Processor shall conduct the following additional Data Security measures:</p> <p><input type="checkbox"/> Pseudonymize the Personal Data</p> <p><input type="checkbox"/> Encrypt the Personal Data</p> <p><input type="checkbox"/> Additional data security requirements are agreed on in a separate Appendix to the Agreement or this Supplement.</p> <p><input checked="" type="checkbox"/> No additional Data Security measures requested</p>				
Categories of Data Subjects	<p>The categories of Data Subjects (individuals) whose Personal Data is processed consist of the following:</p> <p><input checked="" type="checkbox"/> Employees (only valid if the Controller has uploaded such personal data to the Service)</p> <p><input checked="" type="checkbox"/> Customers (only valid if the Controller has uploaded such personal data to the Service)</p> <p><input type="checkbox"/> Other (please specify):</p>				
Categories of Personal Data	<p>The categories of Personal Data (type) consists of the following:</p> <p><input checked="" type="checkbox"/> Contact details such as customer number, name, telephone number and e-mail address</p> <p><input checked="" type="checkbox"/> Login credential such as username and password</p> <p><input checked="" type="checkbox"/> IP address</p> <p><input type="checkbox"/> Employment-related details</p> <p><input type="checkbox"/> GEO location data such as coordinates</p> <p><input type="checkbox"/> Other (please specify):</p>				
Special categories of Personal Data	<p>The Special categories of Personal Data consists of the following:</p> <p><input type="checkbox"/> Racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; data concerning health; criminal convictions and offences or related security measures; processing of genetic data, biometric data for the purpose of uniquely identifying a natural person; data concerning a natural person's sex life or sexual orientation.</p> <p><input checked="" type="checkbox"/> None of the above Special categories are processed</p>				

Specifications or deviations	The Parties have agreed on the following specifications and/or deviations from the DPA: <input checked="" type="checkbox"/> There are no additional specifications or deviations from the DPA
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