

## Data Processing Terms

### 1. BACKGROUND, PURPOSE AND DEFINITIONS

When purchasing services from Symetri (the "Services") according to our agreement with you (the "Agreement"), we may process personal data as defined below on your behalf as a Data Processor.

These data processing terms constitute a data processing agreement (the "Data Processing Agreement") between you as the Data Controller and us as a Data Processor, and ensures that our processing of Personal Data is in accordance with applicable laws governing the processing of Personal Data.

The Data Processor will handle Personal Data in any content the Data Controller uploads by using the Service for the sole purpose of storage of data, archiving, providing server and hosting services and otherwise providing the Services in accordance with the Agreement. The data may concern any data subject that the Data Controller uploads Personal Data about by using the Services, for example:

- Data Controller's employees: Name, address, contact details
- Data Controller's customers, contractors and partners: Name, Address, Contact Information

For the avoidance of doubt, it is the Data Controller's sole responsibility to ensure that there is a legal basis for the processing of any Personal Data uploaded in any content by using the Service.

Processing of Personal Data (as defined below) is subject to requirements and obligations pursuant to law. When Data Controller represents a business established in the European Economic Area (EEA), relevant legislation on the processing of Personal Data is EU Regulation 2016/679. The Parties agree to revise this Data Processing Agreement to the extent required by any mandatory new requirements.

"Personal Data" shall mean information and assessments related to an identified or identifiable individual as defined under applicable law.

"Processing" of Personal Data shall mean any use of Personal Data, such as collection, registration, assembly, storage and compilation, transmission or a combination of such uses, as defined in current legislation.

"Third Country" shall mean non-EU countries that are not deemed to ensure adequate level of protection for Personal Data.

### 2. DATA PROCESSOR'S COMMITMENTS

#### 2.1. COMPLIANCE WITH APPLICABLE LAWS

Data Processor shall comply with all regulations regarding the protection of Personal Data provided for in this Data Processing Agreement and in applicable law. The Data Processor shall assist the Data Controller in ensuring and documenting that the Data Controller complies with its obligations under applicable law on the processing of Personal Data.

The Data Processor shall comply with the instructions and practices provided by the Data Controller related to Processing of Personal Data, unless otherwise provided by applicable law, and it being acknowledged and agreed that the Service is configured to minimize the processing of Personal Data and that the instructions of the Data Controller not should contravene this. In that case, the Data Processor shall notify the Data Controller of the reason that the instruction cannot be followed unless such notification is not allowed due to the protection of important interests to society or the community.

## 2.2. PROCESSING RESTRICTIONS

Subject to Section 2.1, the Data Processor shall only process Personal Data in accordance with instructions from the Data Controller. The Data Processor shall not process Personal Data beyond the requirements necessary to comply with the obligations under the Agreement without prior written agreement or written instructions from the Data Controller.

## 2.3. INFORMATION SECURITY

### 2.3.1. Duty to ensure information security

The Data Processor shall take all measures necessary under Article 32 of the Regulation, including planned, systematic, organizational and technical measures, ensuring adequate confidentiality, integrity, and availability of information in the processing of Personal Data. Description of information security measures shall be made available to the Data Controller on request.

### 2.3.2. Assessment of measures

In assessing the technical and organizational measures to be implemented, the Data Processor, in consultation with the Data Controller, will take into account:

- Best practices,
- The cost of implementation
- The nature and extent of Processing
- Seriousness of the risk to the individual's rights in processing their Personal Data

The Data Processor shall, in consultation with the Data Controller, consider:

- Anonymizing and encrypting Personal Data
- The ability to ensure ongoing confidentiality, that is the integrity, availability and robustness of systems for processing and services
- The ability to restore availability and access to Personal Data on time in case of physical or technical events affecting the systems
- A process of regular testing, evaluation and evaluation of the effectiveness of technical and organizational measures for the safety of the Processing

### 2.3.3. Information requests from affected individuals

Considering the nature of the processing, the Data Processor shall, as far as possible, implement technical and organizational measures to assist the Data Controller to respond to inquiries regarding the exercise of the rights of the data subjects.

#### 2.3.4. Assistance to the Data Controller

The Data Processor shall provide assistance so that the Data Controller can safeguard its own responsibility according to applicable laws and regulations, including assisting the Data Controller by:

- Implementing technical and organizational measures as mentioned previously
- Complying with reporting obligations to supervisory authorities and registered persons in the case of any deviations
- Performing privacy impact assessments
- Engaging in early discussions with supervisory authorities when an assessment of privacy implications makes it necessary
- Informing the Data Controller if the Data Processor considers that an instruction from Data Controller is in violation of relevant privacy policies.

Assistance as mentioned above shall be performed to the extent required by the Data Controller's need, the nature of the processing and the information available to Data Processor, cf. Regulation Article 28 (3) (f).

#### 2.3.5. Compensation

Assistance from the Data Processor as stipulated in this Data Processing Agreement as well as assistance relating to separate routines and instructions imposed by the Data Controller shall be compensated by Data Controller in accordance with Data Processor's standard terms and rates.

### 2.4. DEVIATIONS AND DEVIATION NOTIFICATION

Any use of the information systems and Personal Data in violation of established procedures, instructions from the Data Controller, or applicable law regarding the processing of Personal Data as well as security breaches shall be treated as deviations.

The Data Processor shall have routines and systematic processes to follow up deviations that should include restoration of normal condition, elimination of the cause of the discrepancy and measures to prevent repetition.

The Data Processor shall immediately notify the Data Controller of any breach of this Data Processing Agreement or unintentional, illegal or unauthorized access, loss, change or disclosure of Personal Data. The Data Processor shall then provide the Data Controller with all information deemed necessary to enable Data Controller to comply with applicable data protection law and enable the Data Controller to respond to inquiries from the relevant data protection authority. The Data Controller is responsible for reporting deviations to the data protection authority in accordance with applicable law.

### 2.5. CONFIDENTIALITY

The Data Processor shall maintain confidentiality regarding Personal Data and other confidential information, including business secrets etc. The Data Processor shall further ensure that anyone who perform work for the Data Processor, whether employed or hired-in, who has access to or is involved in the Processing of Personal Data under the Agreement i) is subject to confidentiality and ii) is informed and compliant with the obligations following this Data Processing Agreement. Confidentiality also applies after the termination of the Agreement and this Data Processing Agreement.

## 2.6. SAFETY AUDITS

The Data Processor will regularly perform security audits for systems and associated support processes that are relevant to the Processing of Personal Data covered by this Data Processing Agreement.

The Data Controller is entitled to request security audits, performed by an independent third party. The third party concerned will prepare a report that will be handed over to the Data Controller on request. The Data Controller agrees that the Data Processor will invoice a commensurate compensation for the costs of implementation of the audit and disclosure of the report.

## 2.7. USE OF SUB-SUPPLIERS

The Data Processor has the right to use subcontractors, and the Data Controller accepts subcontractor(s) listed in Appendix 1. The Data Processor shall ensure that Processing of Personal Data by Subcontractors shall be subject to the same obligations and limitations as imposed on Data Processor according to this Data Processing Agreement.

If the Data Processor plans to replace or use a new subcontractor, the Data Processor shall notify the Data Controller in writing in accordance with the Agreement before the new subcontractor begins the processing of Personal Data. If the Data Controller opposes the change, the Data Controller may terminate the Agreement in accordance with the Agreement.

The above applies only to the extent that the subcontractor processes Personal Data covered by this Data Processing Agreement

## 2.8. TRANSFER OF PERSONAL DATA

If the Data Processor uses subcontractor (s) in a Third Country that process Personal Data under this Data Processor Agreement, it may only be in accordance with the EU-US Privacy Shield Framework, EU standard agreements for transfer of Personal Data to Third Countries or another specified basis for transfer to Third Countries. The same applies if the information is stored in the EU / EEA, but may be accessed by personnel located outside in a Third Country.

## 3. THE DATA CONTROLLER'S OBLIGATIONS

The Data Controller confirms that the Data Controller:

- Has legal basis for the Processing of Personal Data,
- Has the responsibility for the legality of transfer of Personal Data to the Data Processor,
- Is responsible for the accuracy, integrity, content, reliability and legality of the Personal Data,
- Fulfills current legal requirements for possible notification to relevant supervisory authorities and of obtaining any necessary concessions
- Has informed the person to whom the Personal Data concern in accordance with applicable legislation.

The Data Controller shall:

- Assess what technical and organizational measures are necessary for the Processing of Personal Data under this Data Processing Agreement and order such measures from the Data Processor,

- Respond to inquiries from the data subjects regarding the processing of Personal Data pursuant to this Data Processing Agreement,
- Assess the necessity for specific actions as set out in this Data Processing Agreement's Sections 2.3.2 and 2.3.4, and order such measures from Data Processor.

The Data Controller shall implement adequate technical and organizational measures to ensure and demonstrate compliance with the Regulation from the date it enters into force.

The Data Controller is required to report non-conformities to the relevant supervisory authorities and, if applicable, to those individuals involved without undue delay, in accordance with applicable legislation.

#### 4. RESPONSIBILITIES, DEVIATIONS AND NOTIFICATION OF NON-CONFORMITIES

Claims from the Data Controller resulting from any failure of the Data Processor to comply with the Data Processing Agreement shall be subject to the liability limitations defined in the Agreement. In evaluating the compensation amount in accordance with the Agreement, the requirements under this Data Processing Agreement and the Agreement shall be considered in conjunction, and any overall limits or restrictions of the Agreement shall be regarded as applicable.

The Data Controller shall hold the Data Processor indemnified from any requirement under the Regulation due to the Data Controller's routines and instructions, which the Data Processor did not understand or should have understood to be in violation of the Regulation. In case of disagreement, the Data Controller has the burden of proof that the loss is caused by the Data Processor's circumstances.

In the event of a breach of this Data Processing Agreement, or any applicable law on the processing of Personal Data, the relevant provisions for breach of the Agreement shall apply.

The Data Processor shall notify the Data Controller without undue delay if it is probable that Data Processor will not be able to comply with its obligations under this Data Processing Agreement.

#### 5. TERM AND TERMINATION

This Data Processing Agreement remains in force until the Agreement expires or until the Data Processor's obligation to perform services under the Agreement is terminated for any reason, except for any provisions of the Agreement and the Data Processing Agreement that continue to be binding after expiry or termination.

Upon termination of this Data Processing Agreement, the Data Processor shall immediately terminate Processing of Personal Data from the date that the Data Controller has determined. The Data Processor shall then return and delete all Personal Data that the Data Processor processes as a Data Processor. Personal Data (or other data) should be returned in a standardized format and medium in accordance with reasonable industry standards.

The Data Processor shall further delete or destroy in a secure and definite/irreversible manner all physical mediums that contain Personal Data processed under this Agreement, as well as any back-up copies. The Processor shall, without undue delay after termination of this Data Processing Agreement, document to the Data Controller that such deletion or destruction has been accomplished in accordance with this Data Processing Agreement.

The obligations under Section 2.5 and 4 shall continue to apply after termination. Furthermore, the provisions of this Data Processing Agreement shall be fully applicable to any Personal Data retained by the Data Processor in violation of this Section 5.

## 6. NOTIFICATIONS

Notification under this Data Processing Agreement shall be submitted in writing to:

For Customer as Data Controller:

As per contact details provided under the Agreement.

For Symetri as Data Processor:

Email to: [GDPR@Symetri.com](mailto:GDPR@Symetri.com)

## 7. DISPUTES AND JURISDICTION

This Data Processing Agreement shall be governed and interpreted in accordance with the applicable law as defined in the Agreement, and any dispute arising under or relating to this Data Processing Agreement shall be resolved by the court of law as defined in the Agreement.

### APPENDICES

Appendix 1: List of sub-contractors

Company	Purpose	Description
Basefarm	Server hosting and operations	Deliveryplatform
Alfresco	Support	Operational tech support
Opentext	Support	Operational tech support
Zendesk	Support	End user support management
Aha	Feedback	Customer feedback management