APPSPOTR AB:S GENERAL TERMS AND CONDITIONS

FOR DATA PROCESSING

These terms and conditions for data processing ("**DPA**") apply when Appspotr AB, corp.reg.no 556717-2365, ("**Processor**", or "**we**") process personal data <u>on behalf</u> of our customers ("**Controller**", or "**you**") as a result of when we, in accordance with Appspotr's Terms & Conditions, create and manage various mobile and/or web applications as well as related support and hosting services. For the avoidance of doubt, by signing an agreement with us with a reference to Appspotr's Terms & Conditions, downloading an App, registration of an Account ("**Appspotr Services**") you expressly agree to this DPA and should therefore read and understand this DPA beforehand.

Pursuant to our undertakings when we provide the Appsotr Services, we may process personal data on behalf of you. Applicable Laws (as defined below) require a written contract between a personal Data Controller and a personal data Processor.

1 DEFINITIONS

In accordance with the EU General Data Protection Regulation (679/2016) (the "**GDPR**"), the terms below are defined as follows:

"**Sub-processor**" shall mean a third party appointed by the Processor to process personal data on behalf of the Controller.

"**Standard Contractual Clauses**" shall mean the standard contractual clauses annexed to European Commission Decision 2010/87/EU of 5 February 2010 concerning the transfer of personal data outside the EU / EEA, or such approved clauses replacing or supplementing them.

"**Applicable Laws**" shall mean the GDPR and laws implementing or supplementing the GDPR (including, when applicable, binding guidance, opinions and decisions published by supervisory authorities, court or other competent authority) applicable to the processing of personal data under this DPA, and as amended or supplemented during the term of this DPA.

"**Parties**" shall mean the Processor and Controller jointly.

"**Service Agreement**" shall mean Appspotr's Terms & Conditions and any other agreements, arrangements and/or understandings concluded in connection with the provision of the Appspotr Services.

Terms used but not defined herein, such as "**processing**", "**data subject**", "**personal data breach**" and "**supervisory authority**", shall have the same meanings as in the GDPR, and their cognate terms shall be construed accordingly.

2 APPLICATION

This DPA replaces all previously entered into agreements between the Controller and Processor under which Processor processes personal data on behalf of the Controller. This DPA constitutes a written agreement in accordance with the GDPR concerning the processing of personal data under the Service Agreement.

3 DATA PROTECTION AND PROCESSING OF PERSONAL DATA

3.1 In case the terms concerning the processing of personal data in this DPA and the Service Agreement are in conflict, the terms of this DPA shall prevail, unless the circumstances clearly dictate otherwise.

3.2 The Parties undertake to abide by Applicable Laws.

3.3 The Processor shall only process the personal data and other data of the Controller in accordance with the Service

Agreement, this DPA and according to any additional written instructions of the Controller. The Processor shall notify the Controller if any conflict with Applicable Laws is detected in any such instructions and in such a case, the Processor may immediately decline and stop applying the instructions of the Controller. However, the Processor shall not be obliged to verify whether any instruction given by the Controller complies with Applicable Laws, as the Controller is responsible for such compliance verification of its instructions.

3.4 In the event the Processor, in its opinion, lacks necessary instructions in order to fulfil this DPA, the Processor shall, without undue delay, notify the Controller thereof and wait for new correct instructions. The Processor has the right to, without liability, cease the processing during the time the Processor awaits the new correct instructions.

3.5 The Controller is responsible for complying with its obligations under Applicable Laws, for example, if applicable, having obtained the necessary consents for the processing of personal data. The Controller is responsible for drafting the privacy policy and informing the data subjects in accordance with the GDPR. The Controller is responsible for ensuring that the personal data delivered to the Processor is accurate and up to date. The Controller is responsible for defining the purpose and methods for the processing of personal data in relation to the data subjects.

3.6 The Processor shall maintain a record of processing activities, where it is required to do so according to article 30 of the GDPR. The Processor is entitled to collect anonymous and statistic data of the use of the Appspotr Services pursuant to the Service Agreement, that does not specify the Controller nor data subjects and use it for analyzing and developing its services.

4 PROCESSING SPECIFICATION

4.1 Subject matter of the processing

The Processor will process personal data on behalf of the Controller pursuant to the Service Agreement and thereto related obligations.

4.2 Nature and purpose of the processing

The Processor will process personal data on behalf of the Controller for the purposes of providing the Appspotr Services to the Controller in accordance with the Service Agreement, and otherwise only in accordance with documented instructions from the Controller.

4.3 Data Subjects

The Processor will process personal data on behalf of the Controller which may include, but is not limited to, the following categories of data subjects:

- Controller employees, consultants and agents;

- End Users (as defined in Appspotr's Terms & Conditions), meaning the Controller's customer or data subjects that are granted access to the Appspotr Services by the Controller; and

- Such other data subjects that the Controller process personal data about by its use of the Appspotr Services.

4.4 Categories of personal data

The Processor will process personal data on behalf of the Controller provided to the Processor in connection with the use of the Appsotr Services which may include, but is not limited to, the following categories of personal data:

- Contact information, such as name, email address, postal address and phone number;

- Employment information, such as position/job title, job assignments and job location;

- Pictures;

- Technical data, such as data related to browsers, clickstream behaviour, IP-address and identifiers;

- Localisation data, such as postal address, longitude and latitudes;

- Correspondence data, such as information provided in connection with support and other communications; and

- Other personal data controlled and provided by the Controller (or its end-users) in connection with the use of the Appspotr Services.

4.5   Duration of the processing

The Processor will process personal data on behalf of the Controller for the entire duration of the Service Agreement and for a limited time thereafter pursuant to this DPA.

5   SUB-PROCESSORS

5.1   The Processor shall have the right to use Sub-processors for the processing of personal data provided that the Sub-processors are bound by the same commitments and obligations toward the Controller as the Processor, in accordance with this DPA. The Processor is fully liable toward the Controller for the Sub-processor's actions and any failure by the Sub-processor to adhere to its data protection obligations when processing the Controller's personal data.

5.2   The Processor has stated any current Sub-processors in a list that is provided here: https://www.appspotr.com/subprocessor. The Sub-processors listed in the Sub-processor list are deemed approved by the Controller when this DPA is concluded.

5.3   The Processor shall inform the Controller beforehand of new Sub-processors the Processor intends to use in processing the personal data pursuant to the Service Agreement and this DPA. The Processor will inform the Controller by updating the Sub-processor list and notice of a new Sub-processor is deemed given and received upon the Processor's update of the Sub-processor list.

5.4   The Controller has the right to object to the use of a new Sub-processor. The Controller shall notify the Processor of such objection within thirty (30) days of the Processor's notice to the Controller. If the Controller does not object within thirty (30) days of the Processor's notice to the Controller, the Controller shall be deemed to having accepted the use of the new Sub-processor.

5.5   In the event that opposition to such Sub-processor, in the Processor's opinion, prevents effective provision of Processor's services in accordance with the Service Agreement, the Processor may terminate the Service Agreement, and thus cease to provide the Appspotr Services without penalty or liability, with thirty (30) days' notice.

5.6   The Processor shall, upon the Controller's request, provide a copy of relevant parts of sub-processing agreements between the Processor and the Sub-processor needed for the Processor to show compliance with its obligations under this DPA.

6   PROCESSING OF PERSONAL DATA OUTSIDE THE EU/EEA

6.1   The Processor and its Sub-processors may process personal data outside the EU/EEA area, provided that the Processor ensures that the transfer: is based upon an adequacy decision published by the European Commission, that Standard Contractual Clauses will apply to the processing or that the processing is otherwise allowed under Applicable Laws.

6.2   If the transfer mechanism used to comply with 6.1 would be declared invalid or illegal by the European Court of Justice, the European Commission or any other competent EU institution or national court or authority, the Processor shall ensure that all processing of personal data outside the EU/EEA is based on another permitted transfer mechanism under Applicable Laws.

6.3   By concluding this DPA the Controller authorizes the Processor to represent the Controller in the signing of Standard Contractual Clauses on behalf of and in the name of the Controller. Furthermore, the Controller explicitly accepts that the Processor may also represent the Sub-processor in question in relation to the Standard Contractual Clauses.

7   PROCESSOR'S OBLIGATION TO PROVIDE ASSISTANCE

7.1   The Processor is obligated to, taking into account the nature of the processing of personal data and the data available, insofar as this is possible, assist the Controller in ensuring that the Controller complies with its legal obligations. The Processor is obligated to assist the Controller only to the extent that Applicable Laws obliges the Processor.

7.2   The Processor shall, taking into account the nature of the processing, by appropriate technical and organizational measures, insofar as this is possible, assist the Controller with its obligations to respond to requests from data subjects exercising their rights under Applicable Laws.

7.3   The Processor shall forward all inquiries made by data subjects, supervisory authorities, other authorities or a third party directly to the Controller and shall await further instructions from the Controller. Unless otherwise agreed, the Processor is not authorized to represent the Controller or act on behalf of the Controller in relation to

data subjects, supervisory authorities, other authorities or a third party.

7.4   Unless otherwise agreed, the Processor is entitled to compensation in accordance with the Processor's pricelist for assistance pursuant to section 7.

8   AUDIT

8.1   The Controller or an auditor authorized by the Controller and accepted by the Processor shall have the right to, upon thirty (30) days' advance written notice to the Processor, verify that the Processor complies with this DPA, through review of the Processor's policies, procedures and documentation, solely as they relate to compliance with this DPA.

8.2   Such review (i) must be conducted during the Processor's regular business hours so as not to cause disruption to the Processor's business; (ii) may only be conducted by a party who is subject to a confidentiality agreement with Processor; (iii) must be performed in accordance with Processor's security requirements, and (iv) shall be carried out in a way that does not impede the obligations of the Processor or its Sub-processors with regard to third parties.

8.3   The Controller shall be responsible for all costs associated with the audit, including the Processor's internal expenses, unless the audit reveals a material breach by the Processor of its obligations under this DPA.

8.4   Processor shall allow for and contribute to inspections that the competent supervisory authority may require to ensure proper processing of personal data, as well as comply with any decisions of the competent supervisory authority regarding measures to comply with the security requirements under Applicable Laws.

9   DATA SECURITY

9.1   The Processor shall, in accordance with article 32 of the GDPR, implement the appropriate technical and organizational measures to protect the personal data of the Controller, taking into account all the risks of processing. When organizing the security measures, the available technology and the cost of implementation shall be assessed in relation to the special risks of the processing at hand and the sensitivity of the personal data processed.

9.2   The Controller shall be obligated to ensure that the Processor is informed of all the circumstances concerning the personal data the Controller has delivered which can affect the technical and organizational measures that the Processor shall implement pursuant to this DPA.

9.3   The Processor shall ensure that the personnel of the Processor and the Sub-processors that have access to personal data shall abide by the appropriate non-disclosure commitments.

10   PERSONAL DATA BREACHES

10.1   The Processor must notify the Controller without undue delay after receiving information of a personal data breach.

10.2   The Processor shall furthermore give the Controller all relevant information concerning the personal data breach. Provided that the information in question is available to the Processor, the Processor shall describe at least the following to the Controller:

   a) the occurred personal data breach,

   b) insofar as is possible, the categories and number of data subjects and personal data affected by the personal data breach,

   c) a description of the likely consequences caused by the data breach, and

   d) if applicable, a description of the corrective measures that the Processor has implemented or shall implement in order to minimize the potential harmful effects of the personal data breach.

10.3   The Controller shall be responsible for the necessary communication with and notifications to the supervisory authorities.

11   LIABILITY

11.1   The Processor shall compensate the Controller for all direct damages or costs incurred by the Controller, to the extent the Processor's fault or gross negligence of its obligations under this DPA has contributed to such damages or costs. To the extent permitted by the Applicable Laws, the Processor's liability shall under no circumstance exceed 100% of the remuneration paid by the Controller to the Processor under a calendar year.

12   DELETION OR RETURN OF PERSONAL DATA

12.1   After the completion of the processing on behalf of the Controller, or upon the Controller's request, the Processor shall, at the choice of the Controller, return or delete the personal data.

12.2   If a return cannot be made, the Processor shall either delete all personal data of the Controller entirely from the medium in which they are stored in such a way that they cannot be restored or ensure that the personal data is anonymized in such a way that it is not possible to recreate or connect them to an individual.

12.3   This section 12 shall not apply if further processing is needed to fulfil legal obligations.

13   OTHER CONDITIONS

13.1   The Parties agree to amend and supplement the DPA to the extent required to comply with Applicable Laws, or, where

necessary, in view of forthcoming case law or guidelines from supervisory authorities.

13.2   This DPA shall remain in force as long as the Service Agreement is in force or the Parties have obligations concerning personal data processing activities towards one another.

13.3   This DPA shall be governed by Swedish law. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.

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