

Flowscape

End Customer Agreement



FLOWSCAPE SaaS AGREEMENT (Draft)

This Software-as-a-Service Agreement (the "Agreement") is entered into between:

Flowscape AB (reg. no. 556866-9625), Sveavägen 64, 111 34 Stockholm, Sweden, or such other Flowscape group company as identified in the Commercial Terms ("Flowscape"); and **Customer**, as identified in the applicable Commercial Terms ("Customer").

Flowscape and Customer are each a "Party" and together the "Parties".

1. Agreement Structure and Formation

1.1 This Agreement governs Customer's subscription to and use of Flowscape's hosted software services.

1.2 The Agreement consists of, in descending order of precedence:

- the applicable **Commercial Terms** signed by both Parties, including by electronic signature;
- this main body of the Agreement;
- **Schedule 1 – Definitions and Interpretation;**
- **Schedule 2 – Service Level Terms;** and
- **Schedule 3 – Data Processing Agreement.**

1.3 The Agreement becomes effective on the date the last Party signs the first Commercial Terms referencing this Agreement (the **Effective Date**).

1.4 This Agreement is a standalone framework agreement and is **not dependent on any purchase order, procurement order or similar document** issued by Customer. Any purchase order number provided by Customer is for administrative purposes only and shall not amend or override this Agreement unless expressly agreed in writing by both Parties.

1.5 Customer's direct competitors may not access the Service without Flowscape's prior written consent.

2. Subscription and Scope

2.1 Subject to Customer's compliance with this Agreement and payment of applicable fees, Flowscape grants Customer a non-exclusive, non-transferable, non-sublicensable, limited right during the Subscription Term to access and use the Service and the Documentation for Customer's own internal business operations within the Territory.

2.2 The Service, subscription metrics, commercial terms, initial term, and any implementation or onboarding services shall be specified in the applicable Commercial Terms.

2.3 Unless expressly stated otherwise in an Commercial Terms, the Service is provided as a hosted SaaS service. No software is sold, and no source code is licensed or transferred to Customer.

2.4 Flowscape may use subcontractors to perform its obligations under this Agreement. Flowscape remains responsible for the performance of its subcontractors to the same extent as for its own personnel.

3. Access and Use Restrictions

3.1 Customer shall not, and shall not permit any third party to:

- copy, modify, adapt, translate or create derivative works of the Service except as expressly permitted by mandatory law;
- reverse engineer, decompile, disassemble or otherwise attempt to derive source code, object code or underlying structure, ideas or algorithms of the Service, except to the limited extent such restriction is prohibited by applicable law;
- resell, sublicense, lease, lend, assign, distribute or otherwise make the Service available to any third party, except to authorised users within Customer's organisation or Affiliates if expressly permitted in the Commercial Terms;
- access or use the Service to build a competing product or service;
- use the Service in violation of applicable law; or
- circumvent any usage limits, access controls or security measures in the Service.

3.2 Customer is responsible for:

- all use of the Service through Customer's accounts;
- maintaining the confidentiality of login credentials;
- ensuring authorised users comply with this Agreement; and
- the accuracy and legality of Customer Data.

4. Service Delivery, Professional Services and Support Services

4.1 Flowscape shall make the Service available in accordance with this Agreement and the Service Level Terms in Schedule 2.

4.2 Flowscape may update, improve and modify the Service from time to time, provided such changes do not materially reduce the core functionality purchased by Customer during the then-current Subscription Term.

4.3 Technical documentation and user documentation shall be made available electronically by Flowscape.

4.4 Any onboarding, configuration, training or other professional services shall be described in the applicable Commercial Terms.

4.5 Customer shall provide reasonable cooperation, access to relevant personnel, systems and information necessary for Flowscape to perform the Professional Services.

5 Hardware and Hardware installation

5.1 Flowscape may supply hardware products such as displays, sensors or other equipment (“Hardware”) in connection with the Service where specified in the applicable Commercial Terms.

5.2 Title to the Hardware shall pass to Customer upon full payment of the applicable Hardware fees.

5.4 Unless otherwise agreed in writing, delivery of Hardware shall be DAP (Delivered At Place), Incoterms® 2020. For the avoidance of doubt, delivery shall not be DDP (Delivered Duty Paid). Customer shall be responsible for import clearance and for payment of any import duties, taxes and other governmental charges. To the extent Flowscape incurs any such costs on Customer’s behalf, Flowscape shall be entitled to invoice Customer for such amounts.

5.5 Flowscape shall not be responsible for Hardware malfunction or performance issues caused by incorrect installation performed by Customer.

5.6 If on-site installation of Hardware is done by Flowscape, Customer shall provide reasonable access to premises, network connectivity and infrastructure required for installation services.

6. Subscription Term and Renewal

6.1 Unless otherwise stated in the applicable Commercial Terms, the subscription begins on the date when the Service is first made available to Customer and Customer receives access credentials to the Service (the **Subscription Start Date**).

6.2 The subscription continues for the initial term specified in the Commercial Terms (the **Initial Subscription Term**). If no term is specified, the Initial Subscription Term shall be twelve (12) months.

6.3 After the Initial Subscription Term, the subscription shall automatically renew for successive periods of twelve (12) months (each a **Renewal Term**, and together with the Initial Subscription Term, the **Subscription Term**) unless either Party gives written notice of non-renewal no later than **three (3) months before the end of the then-current Subscription Term**.

6.4 Customer may from time to time request an increase in the number of licences, users or other subscription metrics. Any such increase must be communicated to Flowscape in writing (including via the Service, email or another agreed channel). Flowscape will confirm the additional licences and invoice them in accordance with the pricing set out in the Commercial Terms.

6.5 Unless otherwise agreed in writing, additional licences shall run for the remainder of the then-current Subscription Term and shall automatically be included in the licence volume for the next Renewal Term.

6.6 Licence quantities committed in the Commercial Terms may not be reduced during the then-current Subscription Term. Any reduction may only take effect from the start of the next Renewal Term if agreed by the Parties.

7. Fees and Payment

7.1 Customer shall pay the fees set out in the applicable Commercial Terms.

7.2 Unless otherwise set out in the Commercial Terms:

- subscription fees are invoiced annually thirty (30) days in advance from the Subscription Start Date;
- one-time implementation, onboarding or professional service fees are invoiced upon delivery
- 50% of hardware costs are invoiced at order registration.
Remaining 50% of hardware costs are invoiced when delivered
- all invoices are payable within thirty (30) days from invoice date.

7.3 All fees are stated exclusive of VAT and any similar taxes, duties or levies, which shall be added where applicable.

7.4 Except as expressly stated in this Agreement, fees are non-cancellable and non-refundable.

7.5 If Customer fails to pay any undisputed invoice when due, Flowscape may charge late payment interest of 1.5% per month (or the maximum rate permitted by applicable law if lower) from the due date until payment is received.

7.6 Flowscape may also charge reasonable administrative and collection costs related to overdue payments.

7.7 Flowscape reserves the right to adjust subscription fees annually in line with a recognised inflation index, such as the Swedish Consumer Price Index (CPI) or equivalent index applicable to the Customer's region. Such index adjustment may be applied once per calendar year and

shall take effect from the next invoice period. If the index is discontinued, Flowscape may replace it with a comparable index.

7.8 All fees shall be payable in the currency specified in the Commercial Terms. Customer shall be responsible for any bank charges, currency exchange costs, or similar charges associated with the payment.

7.9 All fees shall be paid without deduction or withholding except as required by applicable law. If Customer is required by law to make a withholding from any payment, Customer shall ensure that Flowscape receives an amount equal to the amount it would have received had no such withholding been required, to the extent permitted by applicable law.

7.10 Customer agrees that the Service may not be used, exported, re-exported or otherwise transferred in violation of applicable export control laws or economic sanctions regulations of the European Union, the United States, or other applicable jurisdictions.

8. Customer Data and Data Protection

8.1 As between the Parties, Customer owns all rights, title and interest in and to Customer Data. Customer grants Flowscape a non-exclusive right to process Customer Data as necessary to provide the Service, support, security, maintenance and other obligations under this Agreement.

8.2 If and to the extent Flowscape processes personal data on behalf of Customer, Schedule 3 (Data Processing Agreement) shall apply.

8.3 Customer acknowledges that use of the Service may involve third-party hosting and infrastructure providers engaged by Flowscape or its Affiliates and subprocessors in accordance with Schedule 3.

9. Information Security

9.1 Flowscape shall implement and maintain appropriate technical and organisational security measures designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data.

9.2 Flowscape may update its security measures from time to time, provided that the overall level of protection is not materially reduced.

9.3 Flowscape may collect, generate and use aggregated and anonymised data derived from Customer's and its Authorised Users' use of the Service for purposes such as operating, analysing, securing and improving the Service, developing new features, benchmarking and generating statistics.

9.4 Such aggregated data will not identify Customer, any Authorised User, or any individual and will not contain Customer Confidential Information or Customer Data in identifiable form.

9.5 Flowscape shall maintain an information security program designed to protect the confidentiality, integrity and availability of the Service and Customer Data, including appropriate administrative, technical and organisational safeguards.

9.6 Flowscape shall maintain an up-to-date list of subprocessors used in connection with the Service and make such list available to Customer upon request or through Flowscape's website.

10. Intellectual Property Rights

10.1 Flowscape and its licensors retain all right, title and interest, including all Intellectual Property Rights, in and to the Service, Documentation, usage data in anonymised and aggregated form, and any modifications, improvements or derivative works thereof.

10.2 No rights are granted to Customer other than those expressly set out in this Agreement.

10.3 Customer retains all rights in Customer Data.

10.4 Flowscape may use feedback and suggestions provided by Customer without restriction or obligation.

11. Confidentiality

11.1 Each Party receiving Confidential Information from the other Party shall:

- keep such Confidential Information strictly confidential;
- use it only for the purposes of performing or exercising rights under this Agreement; and
- not disclose it to any third party except to employees, Affiliates, auditors, professional advisers and subcontractors with a need to know and who are bound by confidentiality obligations.

11.2 The obligations in clause 11.1 do not apply to information that the receiving Party can demonstrate:

- is or becomes public other than through breach of this Agreement;
- was lawfully known to the receiving Party without restriction before disclosure;
- was lawfully received from a third party without breach of confidentiality; or
- was independently developed without use of the disclosing Party's Confidential Information.

11.3 A Party may disclose Confidential Information where required by law, court order or regulatory authority, provided it gives prior notice where legally permitted.

11.4 Flowscape may identify Customer as a customer in its customer lists and marketing materials, provided that it does not disclose Confidential Information and complies with any written brand guidelines made available by Customer.

12. Warranties

12.1 Each Party warrants that:

- it has the full right, power and authority to enter into and perform this Agreement; and
- it shall comply with applicable laws in performing its obligations under this Agreement.

12.2 Flowscape warrants that, during the Subscription Term, the Service will perform in all material respects in accordance with the Documentation.

12.3 Customer's exclusive remedies, and Flowscape's sole obligation, for breach of clause 12.2 are for Flowscape to use commercially reasonable efforts to correct the non-conformity or, if Flowscape cannot do so within a reasonable period, for either Party to terminate the affected subscription and Flowscape to refund any prepaid fees for the unused portion of the terminated period.

12.4 The warranties in this clause do not apply to the extent any issue results from Customer Data, third-party systems not supplied by Flowscape, misuse of the Service, or use contrary to the Documentation.

12.5 Except as expressly stated in this Agreement, the Service is provided "as is" and all implied warranties, conditions and undertakings are excluded to the maximum extent permitted by law.

12.6 Flowscape warrants that Hardware supplied under this Agreement shall be free from material defects in materials and workmanship for a period of twelve (12) months from the date of delivery unless otherwise stated in the Commercial Terms.

12.7 During the warranty period Flowscape shall, at its option:

- repair the defective Hardware;
- replace the Hardware with equivalent or refurbished equipment; or
- provide a functional replacement unit.

Customer is responsible for shipping defective Hardware to Flowscape's designated repair centre unless otherwise agreed.

12.8 This warranty does not apply to defects resulting from misuse, incorrect installation, modification by Customer or third parties, external power or network failures, or use contrary to Flowscape's documentation

13. IP Infringement Indemnity

13.1 Flowscape shall defend Customer against third-party claims alleging that Customer's authorised use of the Service infringes such third party's Intellectual Property Rights, and shall indemnify Customer for finally awarded damages and reasonable external legal costs arising from such claim, provided that Customer:

- promptly notifies Flowscape in writing of the claim;
- gives Flowscape sole control of the defence and settlement; and
- provides reasonable cooperation at Flowscape's expense.

13.2 Flowscape shall have no liability under clause 13.1 to the extent a claim arises from:

- Customer Data;
- use of the Service in combination with products or services not provided by Flowscape, if the claim would not have arisen without such combination;
- Customer's modification of the Service; or
- use of the Service contrary to this Agreement or the Documentation.

13.3 If the Service becomes, or is likely to become, subject to an infringement claim, Flowscape may at its option:

- procure for Customer the right to continue using the Service;
- modify the Service so that it becomes non-infringing without materially reducing functionality; or
- terminate the affected Service and refund prepaid fees for the unused portion of the terminated Subscription Term.

14. Limitation of Liability

14.1 Nothing in this Agreement limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- wilful misconduct; or
- any liability that cannot be limited or excluded under applicable law.

14.2 Subject to clause 14.1, each Party's total aggregate liability arising out of or in connection with this Agreement during any twelve (12) month period shall not exceed an amount equal to

the fees paid or payable by Customer under this Agreement during the twelve (12) months immediately preceding the event giving rise to liability.

14.3 Subject to clause 14.1, neither Party shall be liable for any indirect, incidental, consequential or special damages, or for loss of profits, revenue, goodwill, business opportunity, anticipated savings or data, except that loss or corruption of Customer Data caused by breach of this Agreement shall be treated as direct damage.

14.4 The limitations in this clause 14 shall not apply to:

- Customer's breach of the licence and use restrictions in clauses 2 and 3;
- either Party's breach of confidentiality under clause 11; or
- either Party's indemnity obligations under clause 13 or Schedule 3, to the extent expressly stated there.

15. Suspension

15.1 Without limiting any other rights under this Agreement, Flowscape may suspend Customer's access to the Service if Customer fails to pay any undisputed invoice within fifteen (15) days after written notice of late payment.

15.2 Flowscape may also suspend Customer's access to the Service on written notice if:

15.3 Flowscape may suspend Customer's access to the Service on written notice if:

- Customer is in material breach of this Agreement and, where the breach is remediable, has failed to remedy it within ten (10) days after written notice;
- Customer's use of the Service poses a material security risk to the Service or other customers; or
- Flowscape is required to do so by law or a governmental authority.

15.4 Flowscape shall limit any suspension to the minimum scope and duration reasonably necessary and shall restore the Service promptly once the reason for suspension has been resolved.

16. Termination

16.1 Either Party may terminate this Agreement or an affected Commercial Terms with immediate effect by written notice if the other Party:

- commits a material breach and fails to cure that breach within thirty (30) days after written notice; or
- becomes subject to an Insolvency Event.

16.2 Either Party may terminate this Agreement on written notice if the other Party undergoes a Change of Control that can reasonably be expected to cause material competitive or commercial harm to the terminating Party.

16.3 Either Party may terminate this Agreement immediately if the other Party materially violates applicable anti-bribery, anti-corruption or trade sanctions laws in connection with this Agreement.

16.4 Termination of this Agreement shall, unless otherwise stated, terminate all active Commercial Terms.

17. Effects of Termination

17.1 Upon expiry or termination of this Agreement or an Commercial Terms:

- Customer's rights to access and use the affected Service shall cease at the end of the applicable Subscription Term or, in the case of termination for cause, on the effective termination date;
- Customer shall pay all undisputed fees accrued up to the effective date of termination; and
- each Party shall, on request, return or destroy the other Party's Confidential Information, except as required by law or for ordinary backup retention.

17.2 If Customer terminates for Flowscape's uncured material breach, Flowscape shall refund any prepaid subscription fees covering the unused portion of the terminated Subscription Term.

17.3 If Flowscape terminates for Customer's uncured material breach, Customer shall remain liable for fees due for the remainder of the then-current Subscription Term, to the extent permitted by applicable law.

17.4 Clauses intended by their nature to survive termination shall survive, including clauses relating to fees due, intellectual property, confidentiality, liability, indemnities, governing law and dispute resolution.

18. Notices

18.1 Notices under this Agreement shall be in writing and in English or Swedish and shall be sent by courier, registered mail, or email to the contact details stated in the Commercial Terms, or to such updated contact details as a Party may notify.

18.2 Notices shall be deemed received:

- if delivered by courier, upon delivery;

- if sent by registered mail, forty-eight (48) hours after posting; and
- if sent by email, when the email is sent unless the sender receives an automated failure notice.

19. Assignment

19.1 Neither Party may assign or transfer this Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed.

19.2 Notwithstanding clause 19.1, Flowscape may assign this Agreement in whole or in part to any Affiliate or in connection with a merger, reorganisation, sale of business or similar transaction.

20. General

20.1 This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior proposals, understandings and agreements relating to that subject matter.

20.2 Any amendment to this Agreement must be in writing and signed by authorised representatives of both Parties.

20.3 A waiver is effective only if in writing and shall apply only to the specific instance for which it is given.

20.4 If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

20.5 Nothing in this Agreement creates a partnership, agency or joint venture between the Parties.

20.6 This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and together constitute one instrument.

20.7 Customer may not withhold, set off or deduct any amounts due under this Agreement except to the extent required by mandatory law.

20.8 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (except payment obligations) to the extent caused by events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, civil unrest, labour disputes, government actions, pandemics, failures of utilities, internet service providers, telecommunications networks, or failures of cloud infrastructure providers used to operate the Service.

20.9 Flowscape shall take commercially reasonable steps to mitigate the effects of such events and resume performance as soon as reasonably practicable.

21. Governing Law and Dispute Resolution

21.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Sweden, excluding its conflict of laws principles.

21.2 Any dispute, controversy or claim arising out of or in connection with this Agreement that cannot be settled within thirty (30) days from written notice of the dispute shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC).

21.3 The SCC Rules for Expedited Arbitrations shall apply unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Arbitration Rules shall apply. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English, unless the Parties agree otherwise.

Schedule 1 – Definitions and Interpretation

1. Definitions

For purposes of this Agreement:

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

Agreement means this SaaS Agreement, its schedules, and any Commercial Terms.

Authorised User means an employee, consultant or contractor of Customer or its permitted Affiliates authorised by Customer to use the Service.

Change of Control means any transaction or series of related transactions in which a Party ceases to control, or is no longer under common control with, the legal entity that was party to this Agreement on the Effective Date.

Confidential Information means any non-public business, commercial, technical or financial information disclosed by one Party to the other in any form and marked as confidential or that reasonably should be understood to be confidential.

Customer Data means all data, content and information submitted to, stored in, transmitted through, or otherwise processed by the Service on behalf of Customer, excluding anonymised and aggregated usage statistics that do not identify Customer or any individual.

Documentation means the technical and user documentation for the Service made available by Flowscape.

Effective Date means the date defined in clause 1.3.

Initial Subscription Term has the meaning set out in clause 5.1.

Intellectual Property Rights means patents, utility models, copyrights, database rights, trade secrets, know-how, trademarks, service marks, trade names, design rights and all other intellectual property rights, whether registered or unregistered, and including applications and rights to apply for the same.

Commercial Terms means the commercial document or quotation issued by Flowscape and signed by both Parties (including via electronic signature in Scrive). The Commercial Terms represent the **signed quotation** and specify the Service, subscription scope, pricing, subscription start date, and other commercial details agreed between the Parties, and incorporate this Agreement by reference.

Renewal Term has the meaning set out in clause 5.2.

Service means the hosted software-as-a-service offering identified in the applicable Commercial Terms.

Subscription Start Date means the start date for the relevant subscription stated in the Commercial Terms.

Subscription Term has the meaning set out in clause 5.2.

Territory means worldwide, except countries or regions subject to applicable trade sanctions that prohibit supply of the Service.

2. Interpretation

Unless the context requires otherwise:

- references to a person include a legal person;
- references to "including" mean "including without limitation";
- references to legislation include amendments and re-enactments; and
- references to clauses and schedules are to the clauses and schedules of this Agreement.

Schedule 2 – Service Level Terms

1. Scope

This Schedule describes the availability, maintenance and support applicable to the Service.

2. Availability

2.1 The Software shall be available all around the clock all days a year (usually described as 24/7)., excluding Planned Maintenance. The target service availability is **99.5%** measured per calendar month

2.2 **Planned Maintenance** means downtime notified by Flowscape at least five (5) Working Days in advance, except for emergency maintenance where shorter notice may be used if reasonably necessary.

2.3 Availability is calculated as:

$$\frac{\text{Total minutes in month} - \text{Planned Maintenance} - \text{Unplanned Downtime}}{(\text{Total minutes in month} - \text{Planned Maintenance})}$$

3. Support

3.1 Support Hours are **08:00–17:00 CET/CEST on Working Days in Sweden**, unless otherwise stated in the Commercial Terms.

3.2 Flowscape Support is available through email support@flowscapecolutions.com

3.3 Customer shall designate at least one first-line contact for support communications.

3.4 Flowscape will provide second-line support through its support desk.

4. Incident Severity and Response Targets

4.1 If the Software does not perform according to the Agreement the End Customer shall register an Error Report with a Severity Classification and a full description of the problem. Then Flowscape shall take the following actions:

Severity	Description	Target response time	Target resolution time
Severity 1 Critical	Service unavailable for all users or a critical production outage All parts of the Software are unresponsive or unavailable.	2 hours	4 hours
Severity 2 High	The Software is working but a major key function in the Software is unresponsive or unavailable.	4 hours	8 hours

Severity	Description	Target response time	Target resolution time
Severity 3 Medium	Non-critical defect with operational impact One or more Products connected to the Software is unresponsive or unavailable. Or several users connected to the Software experience it as unresponsive.	8 hours	14 days
Severity 4 Low	A minor impact on basic functionality of the Service	16 hours	Next planned release

4.2 Only issues belonging to Severity 1 or Severity 2 shall be considered as Unplanned Downtime.

4.3 If Flowscape after investigating the Error Report reasonably, consider that it shall have another Severity Classification Flowscape has the right to change the Severity Classification of the Error Report. If Flowscape considers that the Error Report requests to add functionality or enhance performance beyond the specification of the Software, it shall not be classified as an Error Report.

4.4 Flowscape has a target resolution time but cannot guarantee that this is fulfilled. Flowscape will do its best effort to fulfil the target resolution time. A resolution can be a patch, workaround or change of configuration or any other solution Flowscape considers reasonable. Flowscape is not responsible for errors caused by third party products not supplied by Flowscape; errors caused the End Users or the End Users' use of the Software with any other then Flowscape 's prescribed equipment; accessories or system software; malfunction caused by software, hardware, hardware or network outside of Flowscape control as set out in the Agreement; Errors caused because the End Users has not provided correct information or data, or has given incorrect or insufficient system requirements. For troubleshooting and error correction of issues for which Flowscape is not responsible, Flowscape has the right to reimbursement in accordance with the fees set out in Schedule 4 (Products, Services and Price list).

4.5 If the Availability Level for a month is less than stated in Section 2.1, the monthly fee for affected parts of the Software for that month will be reduced as follows. For pre-paid fees the fee is paid back within ninety (90) days after the month not fulfilling the Availability Level in Section 2.1. To be able to get the monthly fee reduction End Customer needs in writing to send this claim according to Clause 18 (Notice) of the main Agreement, to Flowscape within thirty

(30) days after the month it concerns. Service credits are Customer's sole and exclusive remedy for any failure to meet the availability target in this Schedule.

Availability	Service credit
99.5% to 99.0%	2%
Below 99.0% to 98.5%	5%
Below 98.5% to 98.0%	10%
Below 98.0%	15%

4.6 Flowscape shall handle Error Reports according Section 3.3 during Support Time. Deviations from this may time to time be agreed in writing with the Partner.

Schedule 3 – Data Processing Agreement

The purpose of this DPA is to secure adequate safeguard with respect to the protection of privacy and to ensure that the processing of Personal Data is in accordance with the Controller's and the Processor's legal obligations.

1 Definitions

In this data processing agreement the following words and expressions shall have the meaning set out below:

"Data Protection Legislation" means all laws and regulations applicable to the processing of Personal Data under this DPA and the Agreement, such as but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR") and all local implementing or supplementing laws thereto and any other applicable data protection or privacy laws.

"Data Subject" means an identified or identifiable natural person.

"Data Processing Agreement" or "DPA" means the data processing agreement entered between the Parties.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data subject"). Such information can be for example: name, identification number, email address, location data and online identifier.

"Section" means a section of this SCHEDULE 3 - DATA PROCESSING AGREEMENT.

"Software" means the software from Processor and its licensors, sub-licensed under the Agreement.

"Sub-Processor" means the authorized sub processors listed in Section 16.

2 Controller'S rights and obligations

The Controller shall:

2.2 Take reasonable endeavours to ensure that the processing of Personal Data has been and will continue to be carried out in accordance with applicable Data Protection Legislation and

2.3 Have the right to give binding written instructions to Processor on implementing appropriate technical and organisational measures to ensure and to be able to demonstrate that Personal Data processing by Processor is performed in accordance with Data Protection Legislation.

3 Processor's rights and obligations

Processor shall:

3.1 Process Personal Data with appropriate level of care, skill, and confidentiality, and solely in accordance with the instructions in Section 15 or Controller's documented instructions and applicable Data Protection Legislation;

3.2 Assist the Controller in ensuring the Controller's compliance with its mandatory obligations under Data Protection Legislation including, without limitation, to cooperate with and assist the Controller in carrying out the Data Subjects' rights as set out in Data Protection Legislation;

3.3 Carefully and diligently document all data processing activities, maintain such record in electronic form, and provide it to the Controller without delay upon the Controller's request. Such records shall at all times meet the requirements set out in Data Protection Legislation;

3.4 Notify, forthwith, the Controller if Processor finds that an instruction of the Controller infringes Data Protection Legislation;

3.5 Not use the Personal Data transferred to, collected by, generated by, or otherwise processed by it under this Data Processing Agreement for its own business purposes.

4 Sub-processors

4.1 Processor shall have the right to subcontract the processing of Personal Data only if and to the extent that such sub-contracting and the resulting sub-processing is carried out in accordance with this Data Processing Agreement, and Processor has received the prior expressed written consent of the Controller for the use of each sub-processor. Additionally,

Processor shall:

4.2 have the right to use only financially solvent and credible sub-processors;

4.3 enter into a written agreement with each sub-processor. Such agreement shall impose the same obligations on the sub-processor as are imposed on Processor under this Data Processing Agreement, and the Controller's instructions, as amended from time to time;

4.4 provide, forthwith, upon the Controller's written request, a list of all current sub-processors and processing locations of the Personal Data;

4.5 notify the Controller, forthwith, of any intended changes concerning the addition or replacement of sub-processors, such as of the beginning and termination of the use of each sub-processor, thereby giving the Controller the opportunity to object to such changes; and

4.6 remain fully liable to the Controller for the performance of the sub-processor's obligations.

5 Security Measures

Processor shall:

5.1 Implement appropriate technical and organisational measures necessary to ensure the highest level of security of the Personal Data;

5.2 Implement and maintain appropriate technical and organisational measures to protect the Personal Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access and other unauthorized or unlawful processing;

5.3 Implement, as necessary, at least the following measures:

5.4 The pseudonymisation and encryption of Personal Data;

5.5 The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

5.6 The ability to restore the availability and access to Personal Data, forthwith, in the event of a physical or technical incident;

5.7 The ability to lawfully monitor the processing of Personal Data by individuals both subsequently and in real time; and

5.8 A process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

5.9 With its reasonable best endeavours, limit access to the Personal Data only to authorised and properly trained personnel with a well-defined “need-to-know” and who are bound by appropriate confidentiality obligations in accordance with this Data Processing Agreement;

5.10 Allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

6 Notification of personal breach

6.1 Processor shall notify the Controller immediately and in any case within twenty four (24) hours upon becoming aware of or reasonably suspicion of a data breach, providing the Controller with sufficient information, which allows the Controller to meet any obligations to report a data breach under the Data Protection Legislation.

6.2 Processor shall fully co-operate with the Controller and take such reasonable steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each data breach, in order to enable the Controller to meet the requirements under the Data Protections Legislation. Processor shall also provide Controller with information necessary to prevent similar incidents.

7 Processor’s obligation to assist

7.1 Processor shall promptly and in any case within five (5) working days, notify the Controller if it receives request from Data Subject under any Data Protection Legislation in respect of Personal Data and shall provide full details of such request.

7.2 Processor shall co-operate as requested by the Controller to enable the Controller to comply with any exercises of the rights by a Data Subject under any Data Protections Laws in respect of Personal Data and comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of Personal Data or this Agreement.

7.3 Processor shall notify the Controller, forthwith, of any requests concerning Personal Data, the processing thereof, or any other act or omission related thereto, including, but not limited to notifying of requests for the access to, or blocking, deleting or amending of Personal Data: Processor shall:

7.3.1 answer to any such requests only when and as expressly instructed to do so by the Controller or as required by Data Protection Legislation; and

7.3.2 not disclose Personal Data to third parties without the prior express written consent of the Controller.

8 Audit rights

8.1 Processor shall make available to the Controller on request all information necessary to demonstrate compliance with this Data Processing Agreement and allow for and contribute to audits, including inspections by the Controller or another auditor mandated by the Controller of any premises where the processing of Personal Data takes place.

9 Confidentiality

9.1 Each Party shall ensure that it and its employees maintain secrecy about all Personal Data or any information related to the Personal Data in accordance with the Data Processing Agreement. Confidential information shall include, but not be limited to, all Personal Data and information related to the processing of Personal Data.

9.2 Notwithstanding the above, Processor may disclose such information if Processor is obliged hereto by law, judgement by court or by decision by a competent authority. When such obligation arises, Processor shall promptly notify the Controller in writing before disclosure, unless restricted from doing so under applicable legislation.

9.3 The confidentiality obligation will continue to apply also after the termination of the Data Processing Agreement without limitation in time.

10 Transfer of personal data to third countries

10.1 Processor may not transfer Personal Data outside the EU/EEA or engage Sub-Processors to process Personal Data outside the EU/EEA without Controller's approval and upon such approval only if

10.1.1 the receiving country has an adequate level of protection of Personal Data as decided by the European Commission,

10.1.1 a) or the Data subject has given her consent to the transfer, the transfer is subject to the European Commission's standard contractual clauses for transfer of Personal Data to third countries,

10.1.1 b) Processor is subject to Binding Corporate Rules and the receiving party in the third country is also subject to Binding Corporate Rules.

11 Liability and indemnification

11.1 Processor shall indemnify and hold the Controller harmless from direct and reasonable costs, claims, losses, liabilities, expenses and damages arising from third party claims from Data Subjects or supervisory authorities, resulting from Processor's or its Sub-processors

failure to comply with the requirements and instructions set out under this Data Processing Agreement, or its obligations under the Data Protection Legislation, provided that:

11.1.1 the Controller notifies Processor of a claim without undue delay;

11.1.1 a) Processor is given the possibility to cooperate with the Controller in the defence and settlement of the claim;

11.1.1 b) the Controller does not agree on a settlement or similar payment arrangement with the third party without Processor's prior written approval; and

11.1.1 c) the Controller uses reasonable endeavours to limit its costs, losses and liabilities caused by the claim.

11.2 Such indemnification shall be limited to 100% of all sums received by Processor from the Controller (in some cases through a Partner) in the twelve (12) months immediately preceding the most recent event giving rise to liability and if less than 12 months has passed 100% of the sum estimated to be received by Processor from the Controller (in some cases through a Partner) during a twelve (12) months period.

12 Dispute resolution

12.1 This Data Processing Agreement shall be governed by and construed in accordance with the laws of Sweden.

12.2 Any dispute, controversy or claim arising out of or relating to this Data Processing Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Swedish Chamber of Commerce. The dispute shall be resolved by one (1) arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English if not otherwise agreed.

13 Termination

13.1 The Parties agree that on the termination of the Agreement, Processor and the Sub-Processors shall, at the choice of the Controller, return all Personal Data or destroy all Personal Data, unless legislation imposed upon Processor prevents from returning and destroying all of part of the Personal Data.

14 Instructions

All processing of Personal Data by Processor shall be performed in accordance with these instructions.

Purpose of processing	Processor provides services for smart office solutions related tasks. Personal Data will be processed to accomplish the smart office solution and to carry out support. The processing of Personal data is done to meet the contractual requirements between the Parties.
Nature of the processing	For Processor to provide the services and its obligations towards the Controller, Processor may store, access or in other ways process Personal Data on behalf of the Controller.

Categories of Personal Data	Contact information such as user's name and picture, phone number, email address, company name, office address, department, car registration number, MAC/IP address, meeting bookings (host name, attendees name, time span), time when user has docked the laptop at a specific space (user, space, time span), space bookings (user, space, time span), information if the user used the space (time span), times a user has been logged into the system, and times when user arrived and left the office.
Categories of Data Subjects	The Controller's employees and visitors, including users' given access to the services by the Controller.
Duration of processing	Processor will process Personal Data for as long as the Agreement is in force. If Data Subject is removed from the database, his or her Personal Data will no longer be processed by Processor.
Other Instructions	Can be found at Processor's web page (http://www.flowscapesolutions.com/).

16 Authorized Sub Processors

The Processor uses several Sub-Processors to assist providing the services. Following is a list of Sub-Processors.

Company	Purpose	Processing location
Microsoft Inc. (Azure)	Hosting of application and Personal Data.	Netherlands
Zendesk Inc.	Management of support tickets.	Germany
EastCoast Solutions AB	R&D and fault finding of issues as well as hosting of application and Personal Data for Visitor Management Solution.	Sweden and France.