

SCHEDULE 3 - DATA PROCESSING AGREEMENT

This Data Processing Agreement (“DPA”) has this day been entered into between:

Flowscape AB (556866-9625), having its registered office at Saltmätargatan 8, 113 59 Stockholm, Sweden, (acting in the capacity of “**Processor**”)

and

Customer name, a company registered in **Country** (under company number **XXXXXXXX**) having its registered office at **Registered address** (acting in the in capacity of “**Controller**”).

Both referred to as the “**Parties**” and individually as the “**Party**”.

1. BACKGROUND

The Parties have entered into an agreement (the “**Agreement**”) regarding the terms and conditions and contractual framework under which the Processor shall provide specified services to the Controller and/or to the Controller’s affiliates. With reference to the Agreement, the Processor will have access to Personal Data for which the Controller acts in capacity of Controller, along with applicable legislation.

The Parties hereby wish to supplement the Agreement with this DPA to formalize the terms and conditions applicable of the processing of Personal Data.

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

2. 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 Controller License Agreement.

“**Sub-Processor**” means the authorized sub processors listed in Section 16.

3. CONTROLLER'S RIGHTS AND OBLIGATIONS

3.1 The Controller shall:

- 3.1.1 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
- 3.1.2 have the right to give binding written instructions to the 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.

4. PROCESSOR'S RIGHTS AND OBLIGATIONS

4.1 Processor shall:

- 4.1.1 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;
- 4.1.2 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;
- 4.1.3 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;
- 4.1.4 notify, forthwith, the Controller if Processor finds that an instruction of the Controller infringes Data Protection Legislation;
- 4.1.5 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.

5. SUB-PROCESSORS

5.1 Controller agrees that Processor has 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:

- 5.1.1 use only financially solvent and credible sub-processors;
- 5.1.2 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;
- 5.1.3 provide, forthwith, upon the Controller's written request, a list of all current sub-processors and processing locations of the Personal Data;
- 5.1.4 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
- 5.1.5 remain fully liable to the Controller for the performance of the sub-processor's obligations.

6. SECURITY MEASURES

6.1 Processor shall:

- 6.1.1 implement appropriate technical and organisational measures necessary to ensure the highest level of security of the Personal Data;
- 6.1.2 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;
- 6.1.3 implement, *ifas* necessary, at least the following measures:
 - a) the pseudonymisation and encryption of Personal Data;
 - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c) the ability to restore the availability and access to Personal Data, forthwith, in the event of a physical or technical incident;
 - d) the ability to lawfully monitor the processing of Personal Data by individuals both subsequently and in real time; and
 - e) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
 - f) 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;
 - g) allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

7. NOTIFICATION OF A PERSONAL DATA BREACH

- 7.1 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.
- 7.2 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.

8. PROCESSOR’S OBLIGATION TO ASSIST

- 8.1 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.
- 8.2 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.
- 8.3 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:

8.3.1 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

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

9. **AUDIT RIGHTS**

9.1 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.

10. **CONFIDENTIALITY**

10.1 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.

10.2 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.

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

11. **TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES**

11.1 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 written approval and upon such approval only if

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

a) or the transfer is subject to the European Commission's standard contractual clauses for transfer of Personal Data to third countries and, if necessary, additional security measures are being taken.

12. **LIABILITY AND INDEMNIFICATION**

12.1 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:

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

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

~~4.1.1~~12.1.3 the Controller does not agree on a settlement or similar payment arrangement with the third party without Processor's prior written approval; and

~~4.1.2~~12.1.4 the Controller uses reasonable endeavours to limit its costs, losses and liabilities caused by the claim.

12.2 Such indemnification shall be limited to 100 percent of all sums received by Processor from the Controller (in some cases through a Partner) in the past twelve (12) months immediately preceding the most recent event giving rise to liability and if less than 12 months has passed, 100 percent of

the sum estimated to be received by Processor from the Controller (in some cases through a Partner) during a twelve (12) months period.

13. **DISPUTE RESOLUTION**

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

13.2 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.

14. **TERMINATION**

14.1 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.

15. **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 name and picture of user, email address, office address, user's department, MAC/IP address, meeting bookings (host name, attendees name, time span), time when user has docked the laptop at a specific desk (user, desk, time span), desk bookings (user, desk, time span), information if the user used the desk (time span), and times a user has been logged into the system.
Categories of Data Subjects	The Controller's employees, including Controllers 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
Jobshark AB - 556945-8911 (Sweden)	R&D and fault finding of issues.	Bulgaria
Microsoft Inc. (Azure)	Hosting of application and Personal Data.	Netherlands, Uk or USA
Zendesk Inc.	Management of support tickets.	Germany

EXECUTED by the Parties:

Signed on behalf of **Controller**

Signed on behalf of **Processor**

Date:.....

Date:

Authorised Signature

Authorised Signature

.....

.....

Name:.....

Name:

Title:

Title: