

SCHEDULE 3 - DATA PROCESSING AGREEMENT

This data processing agreement (“**Data Processing Agreement**”) applies when End User has purchased Software via a Partner rather than directly from Flowscape and no separate data processing agreement has been signed between End User and Flowscape.

By receiving, downloading, opening the file package or using the Software, you are accepting the terms of this Data Processing Agreement. This Data Processing Agreement is between End User and Flowscape. This Data processing Agreement will be in force as long as Flowscape has access to the Personal Data.

If you do not accept this Data Processing Agreement you must immediately: i) remove the Software from mobile phones, tablets, computers and; ii) stop use the Software.

4. 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.

“**End User**” means the natural person or a legal entity that has purchased the License to the Software or otherwise uses the License to the Software in accordance with these Requirements, also referred to as “**you**” or “**your**” under these Requirements.

“**End User License Agreement**” means the agreement Flowscape and End User has entered for the End Users usage of the Software.

“**Flowscape**” means Flowscape AB company registered in Sweden (under company number 556866-9625) of Saltmätargatan 8, 113 59 Stockholm

“**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.

“**Partner**” means the authorised party that has resold the Software to End User.

“**Section**” means a section of this SCHEDULE 3 - DATA PROCESSING AGREEMENT.

“**Software**” means the software from Flowscape and its licensors, sub-licensed under the End User License Agreement.

“**Sub-Processor**” means the authorized sub processors listed in Section 18

FlowScape and End User are hereinafter referred to as “**Party**” and jointly as “**Parties**”.

5. **END USER’S RIGHTS AND OBLIGATIONS**

5.1 The End User shall:

- 5.1.1 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
- 5.1.2 have the right to give binding written instructions to FlowScape on implementing appropriate technical and organisational measures to ensure and to be able to demonstrate that Personal Data processing by FlowScape is performed in accordance with Data Protection Legislation.

6. **FLOWSCAPE'S RIGHTS AND OBLIGATIONS**

6.1 FlowScape shall:

- 6.1.1 process Personal Data with appropriate level of care, skill, and confidentiality, and solely in accordance with the instructions in Section 17 or End User's documented instructions and applicable Data Protection Legislation;
- 6.1.2 assist the End User in ensuring the End User's compliance with its mandatory obligations under Data Protection Legislation including, without limitation, to cooperate with and assist the End User in carrying out the Data Subjects' rights as set out in Data Protection Legislation;
- 6.1.3 carefully and diligently document all data processing activities, maintain such record in electronic form, and provide it to the End User without delay upon the End User's request. Such records shall at all times meet the requirements set out in Data Protection Legislation;
- 6.1.4 notify, forthwith, the End User if FlowScape finds that an instruction of the End User infringes Data Protection Legislation;
- 6.1.5 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.

7. **SUB -PROCESSORS**

7.1 FlowScape 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 FlowScape has received the prior expressed written consent of the End User for the use of each sub-processor. Additionally, FlowScape shall:

- 7.1.1 have the right to use only financially solvent and credible sub-processors;
- 7.1.2 enter into a written agreement with each sub-processor. Such agreement shall impose the same obligations on the sub-processor as are imposed on FlowScape under this Data Processing Agreement, and the End User's instructions, as amended from time to time;
- 7.1.3 provide, forthwith, upon the End User's written request, a list of all current sub-processors and processing locations of the Personal Data;

7.1.4 notify the End User, 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 End User the opportunity to object to such changes; and

7.1.5 remain fully liable to the End User for the performance of the sub-processor's obligations.

8. SECURITY MEASURES

8.1 Flowscape shall:

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

8.1.2 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;

8.1.3 implement, as 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 End User or another auditor mandated by the End User.

9. NOTIFICATION OF A PERSONAL DATA BREACH

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

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

10. **FLOWSCAPE'S OBLIGATION TO ASSIST**

- 10.1 Flowscape shall promptly and in any case within five (5) working days, notify the End User 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.
- 10.2 Flowscape shall co-operate as requested by the End User to enable the End User 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.
- 10.3 Flowscape shall notify the End User, 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: Flowscape shall:
- 10.3.1 answer to any such requests only when and as expressly instructed to do so by the End User or as required by Data Protection Legislation; and
 - 10.3.2 not disclose Personal Data to third parties without the prior express written consent of the End User.

11. **AUDIT RIGHTS**

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

12. **CONFIDENTIALITY**

- 12.1 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.
- 12.2 Notwithstanding the above, Flowscape may disclose such information if Flowscape is obliged hereto by law, judgement by court or by decision by a competent authority. When such obligation arises, Flowscape shall promptly notify the End User in writing before disclosure, unless restricted from doing so under applicable legislation.
- 12.3 The confidentiality obligation will continue to apply also after the termination of the Data Processing Agreement without limitation in time.

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

- 13.1 Flowscape may not transfer Personal Data outside the EU/EEA or engage Sub-Processors to process Personal Data outside the EU/EEA without End User's approval and upon such approval only if
- 13.1.1 the receiving country has an adequate level of protection of Personal Data as decided by the European Commission,
 - 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,
 - b) Flowscape is subject to Binding Corporate Rules and the receiving party in the third country is also subject to Binding Corporate Rules.

14. LIABILITY AND INDEMNIFICATION

14.1 Flowscape shall indemnify and hold the End User 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 Flowscape’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:

- 14.1.1 the End User notifies Flowscape of a claim without undue delay;
- 14.1.2 Flowscape is given the possibility to cooperate with the End User in the defence and settlement of the claim;
- 14.1.3 the End User does not agree on a settlement or similar payment arrangement with the third party without Flowscape's prior written approval; and
- 14.1.4 the End User uses reasonable endeavours to limit its costs, losses and liabilities caused by the claim.

14.2 Such indemnification shall be limited to 100% of all sums received by Flowscape from the End User through the 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 Flowscape from the End User through the Partner during a twelve (12) months period.

15. DISPUTE RESOLUTION

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

15.2 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.

16. TERMINATION

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

17. INSTRUCTIONS

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

Purpose of processing	Flowscape 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 Flowscape to provide the services and its obligations towards the End User, Flowscape may store, access or in other ways process Personal Data on behalf of the End User.
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 End User's employees, including end users given access to the services by the End User.
Duration of processing	Flowscape will process Personal Data for as long as the End User License Agreement is in force. If Data Subject is removed from the database, his or her Personal Data will no longer be processed by Flowscape.
Other Instructions	Can be found at Flowscape's web page (http://www.flowscapecolutions.com).

18. **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
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.