

## SCHEDULE 3 - DATA PROCESSING AGREEMENT

This data processing agreement (“**Data Processing Agreement**”) applies when Customer has purchased Software directly from Flowscape.

If no separate data processing agreement is entered between Flowscape and Customer this Data Processing Agreement is entered into by i) Customer sending a Purchase Order referencing the Agreement, or ii) Customer using the Software free of charge.

If a separate data processing agreement has been entered by the Parties then that agreement will replace this SCHEDULE 3 - DATA PROCESSING AGREEMENT.

### 1. DEFINITIONS

All the definitions in the Agreement applies here to this Schedule 3. In the list below definitions only used in this Schedule 3 are stated.

“**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.

“**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.

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

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

“**Sub-Processor**” means the authorized sub processors listed in Section 14

### 2. CUSTOMER’S RIGHTS AND OBLIGATIONS

#### 2.1 The Customer shall:

2.1.1 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

2.1.2 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.

### 3. **FLOWSCAPE'S RIGHTS AND OBLIGATIONS**

#### 3.1 Flowscape shall:

- 3.1.1 process Personal Data with appropriate level of care, skill, and confidentiality, and solely in accordance with the instructions in Section 13 or Customer's documented instructions and applicable Data Protection Legislation;
- 3.1.2 assist the Customer in ensuring the Customer's compliance with its mandatory obligations under Data Protection Legislation including, without limitation, to cooperate with and assist the Customer in carrying out the Data Subjects' rights as set out in Data Protection Legislation;
- 3.1.3 carefully and diligently document all data processing activities, maintain such record in electronic form, and provide it to the Customer without delay upon the Customer's request. Such records shall at all times meet the requirements set out in Data Protection Legislation;
- 3.1.4 notify, forthwith, the Customer if Flowscape finds that an instruction of the Customer infringes Data Protection Legislation;
- 3.1.5 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.

### 4. **SUB -PROCESSORS**

#### 4.1 Customer agrees that Flowscape 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 Flowscape has received the prior expressed written consent of the Customer for the use of each sub-processor. Additionally, Flowscape shall:

- 4.1.1 only use financially solvent and credible sub-processors;
- 4.1.2 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 Customer's instructions, as amended from time to time;
- 4.1.3 provide, forthwith, upon the Customer's written request, a list of all current sub-processors and processing locations of the Personal Data;
- 4.1.4 notify the Customer, 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 Customer the opportunity to object to such changes; and
- 4.1.5 remain fully liable to the Customer for the performance of the sub-processor's obligations.

### 5. **SECURITY MEASURES**

#### 5.1 Flowscape shall:

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

5.1.2 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;

5.1.3 implement, if 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 Customer or another auditor mandated by the Customer.

## 6. NOTIFICATION OF A PERSONAL DATA BREACH

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

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

## 7. FLOWSCAPE’S OBLIGATION TO ASSIST

7.1 Flowscape shall promptly and in any case within five (5) working days, notify the Customer 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 Flowscape shall co-operate as requested by the Customer to enable the Customer 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 Flowscape shall notify the Customer, 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:

7.3.1 answer to any such requests only when and as expressly instructed to do so by the Customer 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 Customer.

## 8. **AUDIT RIGHTS**

8.1 Flowscape shall make available to the Customer on request all information necessary to demonstrate compliance with this Data Processing Agreement and allow for and contribute to audits, including inspections by the Customer or another auditor mandated by the Customer 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, 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 Customer 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 Flowscape may not transfer Personal Data outside the EU/EEA or engage Sub-Processors to process Personal Data outside the EU/EEA without Customer's written 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,

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.

## 11. **LIABILITY AND INDEMNIFICATION**

11.1 Flowscape shall indemnify and hold the Customer 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:

11.1.1 the Customer notifies Flowscape of a claim without undue delay;

11.1.2 Flowscape is given the possibility to cooperate with the Customer in the defence and settlement of the claim;

11.1.3 the Customer does not agree on a settlement or similar payment arrangement with the third party without Flowscape's prior written approval; and

11.1.4 the Customer uses reasonable endeavours to limit its costs, losses and liabilities caused by the claim.

11.2 Such indemnification shall be limited to 100 percent of all sums received by FlowScape from the Customer 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 FlowScape from the Customer during a twelve (12) months period.

**12. TERMINATION**

12.1 The Parties agree that on the termination of the Agreement, FlowScape and the Sub-Processors shall, at the choice of the Customer, 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.

**13. 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 Customer, FlowScape may store, access or in other ways process Personal Data on behalf of the Customer.
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 Customer's employees, including Customers given access to the services by the Customer.
Duration of processing	FlowScape 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 FlowScape.
Other Instructions	Can be found at FlowScape's web page ( <a href="http://www.flowscapesolutions.com">http://www.flowscapesolutions.com</a> ).

**14. 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