

DATA PROCESSING AGREEMENT

This Data Processing Agreement has been concluded on this day

between

, with reg. no.

and with its registered address at

(the “Controller”); and

Outpost24 AB, reg. no. 556615-2103, with its registered address at Skeppsbrokajen 8, SE-371 33 Karlskrona, Sweden (the “Processor”)

BACKGROUND

The EU Data Protection Directive 95/46/EC (the “Directive”), and the EU General Data Protection Regulation 2016/679 (“GDPR”) which replaces the Directive as from May 25, 2018, require a written agreement between a controller and a processor in order to allow the processing of Personal Data by the processor on behalf of the controller. For this reason, the parties have agreed to enter into this Data Processing Agreement (“DPA”). The Directive, GDPR and any national law deriving out of one or the other are hereafter referred to as “Data Protection Law”.

This DPA forms an integral part of the agreement entered into by and between the Controller and Processor, named and shall be interpreted and applied accordingly.

1. DEFINITIONS

- 1.1 “Personal Data” means any information relating to an identified or identifiable natural person, including an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.2 “Data Subject” means a natural person who can be identified, directly or indirectly, by the Personal Data.
- 1.3 “Processing” or ”to Process” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.4 “Sub-processor” means any third party engaged by the Processor, or its Sub-processor, to Process Personal Data on behalf of the Controller besides fully owned subsidiaries of the Processor.

1.5 “SCC” means the standard contractual clauses for the transfer of Personal Data to processors established in third countries, set forth in the European Commission Decision of 5 February 2010, or any such standard contractual clauses amending or replacing the SCC.

2. DATA PROCESSING

2.1 The Processor agrees to comply with Data Protection Law, and with any other applicable law to the extent it is not in conflict with Data Protection Law.

2.2 The Processor shall only Process the Personal Data in accordance with the instructions stated in this DPA or any other written instructions provided by the Controller. If EU or a EU member state law imposes additional processing requirements, the Processor shall inform the Controller of such legal requirements before Processing, unless prohibited by applicable law on important grounds of public interest.

2.3 If the Processor lacks instructions which the Processor deems necessary in order to carry out an assignment from the Controller, or if the Controller’s instructions to the knowledge of rocessor, infringe Data Protection Law or other applicable law, the Processor shall notify the Controller without undue delay and await the Controller’s further instructions.

2.4 The Processor shall enable the Controller to access, rectify, erase, restrict and transmit the Personal Data Processed by the Processor. The Processor shall comply with any instructions in writing from the Controller related to the above without undue delay and in any event within fourteen (14) calendar days. If the Controller erases, or instructs the Processor to erase, any Personal Data held by the Processor, the Processor shall ensure that the Personal Data is erased so that it cannot be recreated by any party.

2.5 The Processor shall notify the Controller without undue delay as to any contacts with a supervisory authority, concerning or of significance for, the Processing of Personal Data carried out on behalf of the Controller. The Processor may not represent the Controller, nor act on the Controller’s behalf, against any supervisory authority or other third party.

2.6 The Processor shall assist the Controller in its contacts with any supervisory authority, including, upon the Controller’s instruction, by providing any information requested by the supervisory authority. For the avoidance of doubt, the Processor may not disclose Personal Data or any information on the Processing of Personal Data without explicit instructions from the Controller.

2.7 If a Data Subject requests information from the Processor concerning the Processing of Personal Data, the Processor shall forward the request to the Controller and assist the Controller in responding to such request as obliged by Data Protection Law. The Processor shall assist the Controller by appropriate technical and organisational measures, taking into account the nature of the Processing.

- 2.8 The Processor shall impose adequate contractual obligations regarding confidentiality and security upon its personnel which have been authorised to Process Personal Data.
- 2.9 The Processor shall assist the Controller in ensuring compliance with the Controller's obligations under Data Protection Law, e.g. assist with security measures, data protection impact assessments (including prior consultation), and in situations involving Personal Data breach.
- 2.10 The Processor shall maintain a record of all Processing activities carried out on behalf of the Controller. Upon the Controller's request, the Processor shall promptly make the record available to the Controller in a generally readable electronic format, including as a minimum the following information:
- a) the name and contact details of the Processor, its authorized representatives, and if applicable, the Data Protection Officer (as defined in Data Protection Law) of the Processor;
 - b) where applicable, the name and contact details of any Sub-processor, its authorized representative, and Data Protection Officer of the Sub-processor;
 - c) the actual processing activities carried out by the Processor and/or Sub-processor on behalf of the Controller previously described by the Controller;
 - d) where applicable, transfers of Personal Data to a third country including the identification of that third country and suitable safeguards employed to ensure an adequate level of protection of the Data Subject; and
 - e) a general description of the technical and organisational measures employed to ensure an appropriate level of security.

3. SECURITY

- 3.1 The Processor shall implement appropriate technical and organisational security measures to protect the Personal Data in accordance with Data Protection Law. The Processor shall particularly observe relevant codes of conduct, industry practice, and guidelines issued or approved by supervisory authorities.
- 3.2 The Processor shall notify the Controller, in writing, without undue delay after the Processor has become aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data Processed for and on half of the Controller.
- 3.3 The Processor must be able to verify its compliance with this DPA and Data Protection Law and shall maintain adequate documentation verifying fulfillment of its obligations hereunder. Further, the Controller may conduct audits to ensure that the Processor is complying with this DPA and Data Protection Law. The Processor shall, upon the Controller's request and without undue delay, provide necessary assistance and allow inspection of any relevant documentation for the Processing of Personal Data for and on behalf of the Controller and, to the extent such documentation is not deemed sufficient, its Processing facilities. Each Party shall bear its own costs related to the audit.

4. SUB-PROCESSING

4.1 The Controller hereby gives the Processor a general consent to engage Sub-processors for Processing of Personal Data on behalf of the Controller. The Processor shall inform the Controller before transferring any Personal Data to a new Sub-processor. Following receipt of such information the Controller shall notify the Processor if it objects to the new Sub-processor. If the Controller does not object to the Sub-processor within thirty (30) days of receiving the information, the Controller shall be deemed to have accepted the Sub-processor.

4.2 The Processor shall enter into appropriate written agreements with all of its Sub-processors on terms corresponding to this DPA, including without limitation the Controller's right to conduct audits at the Sub-processor in accordance with Section 3.3 above. The Processor shall remain fully liable to the Controller for the performance or non-performance of the Sub-processor's obligations.

4.3 Upon the Controller's request, the Processor is obliged to provide information regarding any Sub-processor, including name, address and the Processing carried out by the Sub-processor.

5. TRANSFER OF PERSONAL DATA OUTSIDE THE EEA

5.1 If Processing of Personal Data under this DPA includes the transfer of Personal Data to a Sub-processor located in a country outside of the EEA which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law, the Processor shall be entitled and obligated to enter into a supplementary agreement with the Sub-processor containing the SCC, in the name and on behalf of the Controller, before any Personal Data is transferred to such Sub-processor. The Processor shall provide the Controller with a copy of such signed SCC agreement.

5.2 If and to the extent this DPA and the SCC are inconsistent, the provisions of the SCC shall prevail.

6. TERM

6.1 Upon termination or expiry of the services relating to the Processing, the Processor shall submit all Personal Data to the Controller on a medium as reasonably requested by the Controller. The Processor shall thereafter, in accordance with the provisions on erasure in Section 2.4, ensure that there is no Personal Data remaining with the Processor or any of its Sub-processors.

6.2 This DPA is applicable from the date of its execution and until all Personal Data is erased in accordance with Section 6.1 above.

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This DPA has been executed in two originals, of which each Party has retained one.

On behalf of the Controller:

Date and place

Title

Name

On behalf of the Processor:

Date and place

Title

Name

SCHEDULE 1

Name and processing of Personal Data on behalf of the Controller. The instructions may be amended in writing by Controller from time to time.

1. PURPOSE OF THE PERSONAL DATA PROCESSING

The Personal Data will be Processed for the following purposes:

EMAILS, USERNAMES, FIRST AND LASTNAME, PHONE NUMBERS AND WORK ADDRESS WILL BE PROCESSED FOR THE PURPOSE OF DELIVERING ACCESS TO THE SOLUTIONS AS WELL AS FOR INVOICING.

LOGGING FOR SECURITY INCLUDING SOURCE ADDRESS OF ACCESS, ACCESSED RESOURCES AND SECURITY DEVIATIONS WILL BE LOGGED AND IN PARTS SUBJECT TO AUTOMATIC ANALYSIS FOR THE PURPOSE OF PROTECTING CONFIDENTIAL INFORMATION.

Contact information included above will be processed for the purpose of providing support to users.

Contact details will be processed for the delivery of announcements of new products and features (release notes), this is an opt-out functionality which can be disabled by users.

Personal data present in applications scanned using the web application scanner may get processed as part of ensuring the access control/security for the information. This data will depend on what data is present in audited applications. This access is under the discretion of the controller.

2. DATA SUBJECTS

The Personal Data Processed concern the following categories of data subjects:

EMPLOYEES AND ANY OTHER INDIVIDUALS SUCH AS SUBCONTRACTORS OF CONSULTANTS OF CLIENT TO WHOM CLIENT GRANT ACCESS TO THE OUTPOST24 PORTAL

3. CATEGORIES OF PERSONAL DATA

The Personal Data Processed concern the following categories of Personal Data:

EMAIL, FIRSTNAME, LASTNAME, CELLPHONE, PHONE, ADDRESS, ACCESS TIMES, ACCESS LOGS OF FILES, COMMENTS, SUPPORT CORRESPONDENCE, FINANCIAL CORRESPONDENCE, CORRESPONDENCE WITH THE MANAGED SERVICES

DIVISION FOR THE DELIVERY OF SERVICE IF APPLICABLE SUBSCRIPTIONS ARE ENTERED INTO.

4. PROCESSING OPERATIONS

STORAGE, TRANSFER - ALL DATA

ANALYSIS FOR SECURITY PURPOSES - LOG, ACCESS

1. DURATION OF PROCESSING

FOR THE DURATION OF THE AGREEMENT, OR THE DURATION OF SUBSEQUENT RENEWALS OF AGREEMENT, TO WHICH THIS AGREEMENT FORMS AN APPENDIX.

On behalf of the Controller:

On behalf of the Processor:

Date and place

Date and place

Title

Title

Name

Name