

Appendix 2

Data Processing Agreement (DPA)

1 THE PURPOSE OF THE DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) regulates the parties' rights and obligations in connection with Company (“**Data Processor**”) processing personal data on behalf of the Customer (“**Data Controller**”). The purpose of the DPA is to comply with the requirements for data processor agreements according to the General Data Protection Regulation ((EU) 2016/679).

2 THE PROCESSING OF PERSONAL DATA

The Data Processor processes data on behalf of the Data Controller in connection with providing the Service to the Customer.

The Data Processor will process the following types of personal data on behalf of the Data Controller:

- Name, contact information, IP address, title and other data inserted into the Service by the Data Controller or the Data Controller's representatives or Users.

The personal data is connected to the following categories of data subjects:

- Users added by the Data Controller.

The Data Processor shall only process personal data for the following purposes:

- Entering into and fulfilling the agreement with the Data Controller relating to offering the Service.

The processing involves processing activities necessary to offer the Service to the Customer, including using email-address and password to authenticate and authorize users, email users about product changes, updates, tips and tricks, support, upgrade potential, platform usage as required for payment, logging of usage and access to monitor breaches, showing a user's Gravatar image (if applicable), and contacting users about potential support issues.

The Data Processor shall not process personal data in any other manner than what is agreed in this DPA which sets out the documented instructions from the Data Controller. This includes that the Data Processor is not allowed to process personal data for other purposes than as stated above or its own purposes or to disclose personal data to third parties.

3 THE DATA PROCESSOR'S DUTIES

When processing personal data on behalf of the Data Controller, the Data Processor shall follow the routines and instructions stipulated in this DPA.

Unless otherwise agreed or pursuant to statutory regulations, the Data Controller is entitled to access all personal data being processed on behalf of the Data Controller and the systems used for this purpose. Such access will be available for the Data Controller through the Service by logging in.

The Data Processor is subject to an obligation of confidentiality regarding documentation and personal data that the Data Processor gets access to under the DPA. This provision also applies after the termination of the DPA. The Data Processor is obliged to ensure that persons who process the data for the Data Processor, have committed themselves to confidentiality (including signing declarations of confidentiality), and shall upon request disclose such declarations to the Data Controller or the authorities.

The Data Processor shall not process personal data outside the EU/EEA, unless otherwise stated in this DPA. If the transferring of personal data to a country outside the EU/EEA or to an international organization outside the EU/EEA is required according to law in a EU/EEA member state which the Data Processor is subject to or EU/EEA law, the Data Processor shall inform the Data Controller of such requirement prior to the processing, unless the law prohibits such information from being given.

4 THE DATA PROCESSOR'S OPPORTUNITY TO USE SUB-PROCESSORS

The Data Processor uses the following sub-processor(s). The applicable data location is the location chosen by the Customer in the Subscription Form.

EU Location:

Company	Service	Purpose	Corporate Location	Data Location
Amazon Inc.	AWS	Hosting of our platform and our services	United States	EU North (Scandinavia)

In addition, the Data Processor has the right to use other sub-processors but is obliged to inform the Data Controller of any intended changes concerning the addition or replacement of other processors, so that the Data Controller has the opportunity to object to the changes. The information shall be given at least 60 days prior to the planned changes taking effect. If the Data Controller objects to the change, the Data Controller has the right to terminate the DPA with 30 days' notice.

The Data Processor shall remain fully liable to the Data Controller for the performance of any sub-processors, and respects the conditions referred to in the General Data Protection Regulation article 28 paragraph 4 for engaging another processor. The Data Controller is aware that the Data Processor uses the sub-processors mentioned in section 4, and that the information security obligations related to the processing performed by these are governed specifically by Company's internal Information Security Management System.

The Data Processor shall remain fully liable to the Data Controller for the performance of any sub-processors.

5 TRANSFER OF PERSONAL DATA OUTSIDE THE EU / EEA

The Data Processor uses the sub-processor outside the EU/EEA as documented in section 4.

Apart from this, the Data Processor may not process or use sub-processors that process personal data outside the EU/EEA. Processing outside EU/EEA is subject to prior written approval from the Data Controller. The Data Processor shall ensure that there is a legal basis for the processing of data outside the EU/EEA or facilitate the establishment of such legal basis.

6 SECURITY

The Data Processor shall fulfil the requirements for security measures in the General Data Protection Regulation article 32 *Security of processing*. The Data Processor shall through planned and systematic measures implement appropriate technical and organizational measures to ensure a satisfactory level of security, e.g. in relation to confidentiality, integrity and availability.

The Data Processor shall document routines and other measures made to comply with these requirements regarding the information system and security measures. The documentation shall be available at request by the Data Controller and the authorities.

Any notification to the authorities regarding personal data breaches shall be given by the Data Controller, but the Data Processor shall notify any breach directly to the Data Controller. The Data Controller is responsible for reporting the breach to the Data Protection Authorities.

Notifications regarding personal data breaches according to the General Data Protection Regulation shall be notified by the Data Processor to the Data Controller, and the notification shall contain sufficient information so that the Data Controller may assess whether the breach must be notified to the authorities or to the data subjects.

The Data Processor's obligations to assist the Data Controller in fulfilling the obligations of the General Data Protection Regulation article 32 to 36, is considered fulfilled by the Data Processor's obligations according to this DPA. Considering the nature of the processing performed by the Data Processor and the information available for Data Processor, this assistance is considered sufficient. To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also refuse, unless the Data Processor's assistance is necessary in order to be able to fulfil the Data Controller's obligations.

7 DOCUMENTATION AND SECURITY AUDITS

The Data Processor shall have documentation that proves that the Data Processor complies with its obligations under this DPA and the General Data Protection Regulation. The documentation shall be available for the Data Controller on request. The Data Processor shall regularly conduct security audits and shall submit the results of the audit to the Data Controller. The Data Controller shall be entitled to conduct audits and inspections regularly, for systems etc. covered by this DPA, in accordance with the requirements of the General Data Protection Regulation. Audits may be carried out by the Data Controller or a third party mandated by the Data Controller in agreement with the Data Processor. To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also refuse unless the Data Processor's assistance is necessary in order to be able to fulfil the Data Controller's obligations.

8 FULFILLING THE RIGHTS OF THE DATA SUBJECTS

The Data Processor's processing on behalf of the Data Controller is not of a nature which makes it necessary or reasonable for the Data Processor to fulfil or assist in fulfilling the Data Controller's obligations towards data subjects. To the extent the Data Controller requires assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also refuse unless the Data Processor's assistance is necessary in order to be able to fulfil the Data Controller's obligations.

9 THE DURATION OF THE DPA AND THE PROCESSING

The DPA applies as long as the Data Processor processes personal data on behalf of the Data Controller according to the subscription terms.

10 TERMINATION

The DPA may be terminated in accordance with the termination clauses in the subscription terms. A termination of the subscription terms also constitutes a termination of the DPA.

11 RETURN, DELETION AND/OR DESTRUCTION OF DATA UPON TERMINATION OF THE DPA

Company provides a standardized format to export the Customer's data via the built-in export function in the Service. This function may be used by the Customer during the term of the Agreement.

The Data Processor will permanently erase all personal data and other data relating to the Customer and personal data for which the Customer is a Data Controller in accordance with the timelines set out in the subscription terms, unless the Data Processor is required by law to store the personal data.