

## DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) is entered into between applicable Symetri company (“**Symetri**”) and the customer or its affiliate (“**Customer**”) as defined in the general standard terms and conditions that the parties have entered into regarding Symetri’s provision of any and all products, licenses and services (“**Agreement**”). This DPA forms an integrated part of the Agreement.

### 1. Background and Interpretation

- 1.1 When providing products, licenses and services to Customer, Symetri may process certain personal data on behalf of Customer in capacity of Customer’s processor. Customer is controller for the processing of such personal data.
- 1.2 The purpose of this DPA is to ensure a secure, correct and legal processing of personal data and to comply with applicable requirements for data processing agreements as well as to ensure adequate protection for the personal data processed within the scope of the Agreement.
- 1.3 Concepts in this DPA, e.g. “controller”, “data subject”, “personal data”, “processing”, “processor”, “standard contractual clauses” and “supervisory authority”, shall have the meaning ascribed to them in the GDPR or otherwise in the Agreement, where applicable, unless the circumstances obviously require another order of interpretation.

### 2. Responsibility and Instruction

- 2.1 The type of personal data and the categories of data subjects processed by Symetri under this DPA and the purpose, nature, duration and objects of this processing, are described in the instructions on processing of personal data (see **Appendix 1**). Customer shall ensure that Symetri on behalf of Customer does not process additional categories of personal data or data subjects than those specified in Appendix 1.
- 2.2 Customer is responsible for complying with the GDPR. Customer shall in particular:
  - (a) be contact person towards data subjects and i.a. respond to their inquiries regarding the processing of personal data;
  - (b) inform Symetri, without undue delay, about any action or claim from a third party made in connection with Symetri’s processing under this DPA; and
  - (c) inform Symetri if anyone else along with Customer is a controller for the personal data processed by Symetri under this DPA.
- 2.3 When processing personal data, Symetri shall:
  - (a) only process personal data in accordance with Customer’s documented instructions as set out in Appendix 1;

- (b) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) implement all technical and organisational measures set out in Article 32 of the GDPR in the manner set out in section 3 below;
- (d) respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging a sub-processor;
- (e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as it is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- (f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32-36 of the GDPR, taking into account the nature of the processing and the information available to Symetri;
- (g) at the choice of Customer, delete or return all the personal data to Customer after the end of the provision of each of the products, licenses and services, and delete existing copies, unless EU law or applicable national law of an EU Member State requires storage of the personal data; and
- (h) make available to Customer all information necessary to demonstrate Symetri's compliance with its obligations under Article 28 of the GDPR, and enable and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer and accepted by Symetri. Such information shall be provided by Symetri without undue delay, subject to Customer, within reasonable time in advance, specifying the scope of information to be provided. When conducting the audits, Customer shall undertake confidentiality and follow Symetri's security regulations at the site or the technical space where the inspection is carried out, without risking to restrict Symetri's business or the protection for information regarding Symetri's other customers.

2.4 Symetri shall notify Customer within reasonable time if, in Symetri's opinion, an instruction infringes the GDPR. If Customer does not provide Symetri, within reasonable time from notification, with further instructions, Symetri may implement measures that Symetri considers necessary in order to comply with the GDPR.

2.5 Regardless of what is stated in this section 2, processing may also be conducted if such processing is required by EU law or under the national law of an EU Member State, which Symetri or its sub-processors are subject to. In such event, Symetri or sub-processor shall inform Customer of the legal requirement before processing personal data, unless prohibited by law or on important grounds of public interest.

### **3. Security**

- 3.1 Symetri shall implement technical and organisational security measures in order to protect the personal data against destruction, alteration, unauthorised disclosure and unauthorised access. The measures shall ensure a level of security that is appropriate taking into account the state of the art, the costs of implementation, the nature, scope, context and purpose of the processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons. Symetri may amend its technical and organisational measures from time to time.
- 3.2 Symetri shall notify Customer of accidental or unauthorised access to personal data or any other personal data breach without undue delay after becoming aware of such data breach and pursuant to Article 33 of the GDPR. Such notification shall not in any manner imply that Symetri has committed any wrongful act or omission, or that Symetri shall become liable for the personal data breach.
- 3.3 If Customer during the term of this DPA requires that Symetri takes additional security measures, Symetri shall as far as possible meet such requirements provided that Customer pays and takes responsibility for any and all costs associated with such additional measures.

### **4. Sub-processors and Transfers to Third Countries**

- 4.1 Customer hereby grants Symetri with a general authorisation to engage sub-processors. Sub-processors are listed in the list of sub-contractors (see **Appendix 2**). Symetri shall enter into a data processing agreement with each sub-processor, according to which, the same data protection obligations as set out in this DPA, are imposed upon the sub-processor.
- 4.2 Symetri shall inform Customer of any intended changes concerning the addition or replacement of sub-processors, thereby giving Customer the opportunity to object to such changes. Such objection shall be made in writing and within thirty (30) calendar days after Symetri has informed Customer about the intended changes. If Customer objects to Symetri engaging a sub-processor and i) the parties cannot agree, within reasonable time, on the new sub-processor's engagement in the processing of personal data; or ii) Symetri can demonstrate that Symetri is not able to provide the products, licenses and/or services under the Agreement, without the engagement of the sub-processor, either party has the right to terminate the Agreement in whole or in part with immediate effect.
- 4.3 In case Symetri, or its sub-processors, transfer personal data to an area outside of the EU or the European Economic Area ("EEA"), Symetri shall ensure that such transfer meets the applicable requirements of adequate protection under the GDPR. For this reason, Customer hereby authorises Symetri to enter into standard contractual clauses with sub-processors on behalf of Customer.

## **5. Compensation and Limitation of Liability**

- 5.1 Symetri is not entitled to any compensation for performance of the obligations related to processing of personal data under this DPA, except for such work and costs that arise due to Customer's instructions or audits that entail additional work for Symetri compared with what otherwise follows from the Agreement, for example, requiring Symetri to change its working methods or make customised adaptations on behalf of Customer. In such case, Symetri's from time to time applicable standard fees and prices shall apply.
- 5.2 Each party shall be responsible for any damages and administrative fines imposed to it under articles 82 and 83 of the GDPR. Any limitation of liability set out in the Agreement shall apply.

## **6. Term and Termination**

- 6.1 This DPA enters into force when the Agreement enters into force.
- 6.2 Upon termination of the Agreement, Symetri shall delete or return, at the choice of Customer, all the personal data to Customer, delete existing copies and ensure that each sub-processor does the same. For the avoidance of doubt; Symetri may continue to store and analyse or otherwise handle data on an aggregated level (not containing any personal data) after termination of the Agreement.
- 6.3 This DPA remains in force as long as Symetri processes personal data on behalf of Customer, including by deletion or returning of personal data according to section 6.2 above. This DPA shall thereafter cease to apply. Sections 5, 6.3 and 8.3 shall continue to apply even after this DPA has been terminated.

## **7. Changes**

- 7.1 If provisions of the GDPR change or if a supervisory authority issues guidelines, decisions or regulations regarding the application of the GDPR during the term of this DPA, with the result that this DPA no longer meets the requirements for a data processing agreement, the parties shall make changes to this DPA to meet the requirements.
- 7.2 Any changes to Appendix 1 shall be documented by Customer and informed to Symetri in writing no later than thirty (30) calendar days prior to the change coming into effect. If Symetri within such time period informs Customer that Symetri has reasonable objective reasons to oppose to such changes and Customer insists on the change, Symetri has the right to terminate the Agreement in whole or in part with immediate effect.
- 7.3 Any other changes to this DPA than following from sections 7.1 or 7.2 above, shall be made in writing and signed by the parties' authorised representatives, to be binding.

## **8. Miscellaneous**

- 8.1 In the event of deviating provisions between the Agreement and this DPA, the provisions of this DPA shall prevail with regard to processing of personal data and nothing in the Agreement shall be deemed to restrict or modify obligations set out in this DPA, notwithstanding anything to the contrary in the Agreement.
- 8.2 This DPA supersedes and replaces all data processing agreements between the parties potentially existing prior to this DPA.
- 8.3 Swedish law, except its choice-of-law rules and principles appointing the law of another forum, shall apply to this DPA in all regards. Any dispute arising out of or in connection with this DPA shall be settled in accordance with the dispute resolution provision of the Agreement.

**APPENDIX 1A – INSTRUCTIONS ON PROCESSING OF PERSONAL DATA IN THE CONTEXT OF SYMETRI PRODUCTS**

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|------------------------------------|--|
| <b>Purposes</b>                    | Symetri only processes personal data under the DPA for the purpose of providing any and all products, licenses and services provided by Symetri as well as fulfilling its obligations under the Agreement in relation to providing the products, licenses and services.  |
| <b>Types of personal data</b>      | Name, Initials, E-mail address, Computer name, IP address, Login details or other types of personal data that Customer choses to upload.   |
| <b>Categories of data subjects</b> | Customer’s employees, contractors, engineering partners or other partners, or any other category of data subject, which Customer gives Symetri access to the service or choses to upload information about when using the service.   |
| <b>Retention time</b>              | The personal data processed under this DPA shall be deleted by Symetri, when Customer informs Symetri that deletion shall be made. Under no circumstances shall Symetri process the personal data under this DPA for longer than immediately after having Symetri has ended providing its services related to Symetri Products.  |
| <b>Processing operations</b>       | <p>Symetri processes the personal data in all manners necessary to fulfill Customer’s order of the products, licenses and services in relation to storage of data, providing server and hosting services and otherwise providing the products, licenses and services in accordance with the Agreement. Specifically, Symetri processes personal data as set forth in the following: Application installation, configuration, customization, deployment, support and troubleshooting.</p> <p>Symetri also processes the personal data by disclosure to sub-processors, where applicable, as well as by occasionally storing personal data in Symetri’s IT-environment where necessary for fulfilling its obligations under the Agreement.</p> |

**APPENDIX 1B – INSTRUCTIONS ON PROCESSING OF PERSONAL DATA IN THE CONTEXT OF SYMETRI CONSULTANCY SERVICES**

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|------------------------------------|--|
| <b>Purposes</b>                    | Symetri only processes personal data under the DPA for the purpose of providing any consultancy services provided by Symetri as well as fulfilling its obligations under the Agreement in relation to providing the consultancy services.  |
| <b>Types of personal data</b>      | Name, Initials, E-mail address, Computer name, IP address, Login details or other types of personal data that Customer choses to upload.   |
| <b>Categories of data subjects</b> | Customer’s employees, contractors, engineering partners or other partners, or any other category of data subject, which Customer gives Symetri access to the service or choses to upload information about when using the service.   |
| <b>Retention time</b>              | Symetri shall in no case store any personal data on in its own IT-environment and under no circumstances shall Symetri process the personal data under this DPA for longer than what is necessary for providing the consultancy services   |
| <b>Processing operations</b>       | Software programming, installation, configuration, deployment, support, training and any other services in accordance with the Agreement.<br><br>Symetri also processes the personal data by disclosure to sub-processors, where applicable, and necessary for fulfilling its obligations under the Agreement. |

## APPENDIX 2 – LIST OF SUB-CONTRACTORS

| Company    | Address                                       | Purpose                          |
|------------|---|----------------------------------|
| Iver AB    | Järnvägsgatan 19<br>441 32 Alingsås<br>Sweden | Server hosting                   |
| Comtari AB | Brask Jans Väg 7<br>784 56 Borlänge<br>Sweden | License management<br>operations |