DATA PROCESSING AGREEMENT

1 Definitions

1.1 General

Terms which are legally defined by the applicable data protection legislation, such as "data controller", "data processor", "personal data", "processing" and "data subject", shall be interpreted in accordance with the applicable data protection legislation when they are written in lowercase letters.

1.2 Applicable Data Protection Legislation

means a) GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or GDPR) and any replacing acts and any replacing acts; b) related applicable Swedish data protection law and c) regulations, rules and guidelines related to a) and b) issued by the Supervisory Authority, which are applicable to Provider as data processor or Subscriber as data controller.

1.3 GDPR

means Regulation (EU) 2016/579 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

1.4 Data Subject

means a natural person whose personal data is included in the Subscriber Data.

1.5 Supervisory Authority

means the Swedish or other EU member state authority established pursuant to Article 51 of GDPR.

2 Processing of Subscriber Data

2.1 Provider's undertakings

Provider undertakes to process Subscriber Data only for the purposes of fulfiling its Service obligation in this Agreement, in accordance with Applicable Data Protection Legislation, and Subscriber's written instructions from time to time. Provider shall not process Subscriber Data for their own purposes.

2.2 Type of Subscriber Data processed

The personal data processed hereunder will name of users and personal data included by users in the Service, such as name and contact details.

2.3 Subcontractors

Provider shall be entitled to use subcontractors for the processing of Subscriber Data in which case Provider must enter into s data processing agreement with subcontractors to ensure that such subcontractors follow the relevant provisions of this agreement. In case there is a change of subcontractors, Provider will inform Subscriber of this before the change takes place in order to give Subscriber a chance to oppose the change. Provider shall be responsible for any subcontractor's actions towards Subscriber as for their own actions under this data processing agreement.

2.4 Monitoring of legislation

Subscriber must monitor any changes to the Applicable Data Protection Legislation and inform Provider as soon as it becomes aware of change that may impact on Provider's activities under the agreement.

2.5 Transfer of Subscriber Data outside the EU/EEA

Provider will not process Subscriber Data outside the EU, EEA or any country which has been deemed by the European Commission to ensure an adequate level of protection, without the explicit consent of Subscriber.

2.6 Instructions

Subscriber shall have the right to continually instruct Provider in writing on Provider's processing of Subscriber Data and Provider shall have the obligation to follow such instructions. In case any change of instructions hereunder causes Provider additional costs, Provider shall be entitled to charge Subscriber accordingly. If Provider considers such instructions risk being in conflict with Applicable Data Protection Legislation, Provider shall promptly notify Subscriber and await further instructions before implementing the instructions.

3 Security

3.1 Technical protective measures

Provider shall implement such technical and protective measures that comply with the Applicable Data Protection Legislation, thereby ensuring that the Data Subjects' rights are protected. Such measures shall, inter alia, provide that Provider shall protect the Personal data against accidental or unlawful destruction, loss or alteration as well as against unauthorised disclosure or access. Subscriber shall, upon request, have the right to be informed of any measures implemented.

3.2 Audit

Provider shall allow audits required by the Supervisory Authority to ensure the correct processing of the Subscriber Data. In the event such audit reveals that Provider correctly processes the Subscriber Data, Provider is entitled to compensation from Subscriber for

any reasonable costs incurred by such audit. In case the audit shows that Provider has not processed the Subscriber Data in a correct manner, Provider shall, without any additional costs for the Subscriber, follow the Supervisory Authority's decisions with regard to the measures necessary to comply with the Applicable Data Protection Legislation.

4   Information requirements

4.1 Information and correction requests

Provider shall help Subscriber where Subscriber cannot manage this by its own technical and organisational measures, to fulfil Subscriber's obligations with regard to Subscriber Data, e.g. to respond, upon request, to the exercise of the Data Subject's rights and without undue delay correct, delete, limit the processing of, and/or block the Subscriber Data in accordance with the Subscriber's instructions and to always do so in accordance with Applicable Data Protection Legislation.

4.2 Personal data incidents

Provider shall inform the Subscriber in writing of any personal data incident without undue delay and no later than twenty-four (24) hours after Subscriber's discovery of the personal data incident. This information shall to the extent possible contain all necessary information required in order for the Subscribe to be able to fulfil its reporting/information obligation towards the Supervisory Authority and/or the Data Subject.

4.3 Assisting Subscriber

Upon Subscriber's request, Provider shall assist Subscriber to ensure that Subscriber is able to fulfil its obligations under the Applicable Data Protection Legislation, including but not limited to providing Subscriber with all information reasonably required to attest to the fulfilment of Provider's obligations as data processor. Such assistance may among other things include impact assessments concerting data protection and prior consultation. Provider is entitled to compensation for the work performed under this clause in accordance with its regular hourly fees according to Provider's price list.

4.4 Handling direct requests from others than Subscriber

In case a Data Subject, Supervisory Authority or third-party request information from Provider relating to the Subscriber Data, Provider shall promptly refer such request to Subscriber and wait for instructions according to 4.3.

5   Contact with Data Subject and Supervisory Authority

Provider shall without delay notify the Subscriber of any contact with the Data Subject, Supervisory Authority or other party relating to Provider's processing of Subscriber Data. Provider has no right to represent the Subscriber or to otherwise act on behalf of Subscriber towards the Data Subjects, Supervisory Authority or other third party.

6   Confidentiality

Subscriber Data shall be considered Confidential Information in accordance with the Agreement.

7   Termination of processing of personal data

Upon termination of Provider's processing of Subscriber Data, for whatever reason, Provider shall in accordance with Subscriber's instructions either transfer all Subscriber Data to Subscriber in such manner, format and medium that Subscriber reasonably requests or permanently delete and erase all Subscriber Data from Provider's or Provider's subcontractor's discs. When transferring or deleting, whichever is to be applied, Provider shall ensure that the information cannot be recovered. Upon request for transfer of the Subscriber Data to Subscriber Provider shall have the right to be compensated in accordance with Provider's fees set out in the Price List.

8   Amendments

Amendments to this data processing agreement shall be in writing and signed by both Parties. Subscriber shall have the right to request amendments to this data processing agreement to the extent this is required to meet requirements of Applicable Data Protection Legislation. Such amendments shall come into effect no later than thirty (30) days after Subscriber has sent notice of the amendment to Provider or after such time that the Subscriber as data processor has to observe according to Applicable Data Protection Legislation. In the event that Provider does not accept such amendment, Subscriber shall have the right to immediately terminate the Agreement in its entirety or the part that requires Provider to perform such processing of the Subscriber Data. Subscriber shall, in such termination indicate from which date the termination shall apply.