Data Processing Agreement

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Annex 01: Data Processing Instruction

1 Scope of the Agreement

1.1 The Service Provider acts as a data processor for the Customer, as the Service Provider process personal data (cf. Article 4(1) of Regulation (EU) 2016/679 of 27 April 2016 ("GDPR")) in the course of providing IT services to the Customer as set out in Annex 01 and further detailed in the IT services agreements applicable between the Service Provider and the Customer from time to time ("Service Agreements").

2 General obligations

2.1 The Service Provider must perform the processing in accordance with the Data Processing Agreement and the Customer's instructions set out in Appendix 01. Furthermore, the Service Provider must perform its obligations with due skill and diligence in accordance with commonly recognized industry standards as set out in the Service Agreements.

2.2 If the Service Provider considers an instruction from the Customer to be in violation of the GDPR or other applicable law, the Service Provider shall immediately inform the Customer about this. The Customer must take necessary steps to rectify such illegal instructions. Such actions shall be handled through the change management process as described in the Service Agreements. If such rectification is not undertaken by the Customer in a timely manner, the Service Provider is entitled to suspend or discontinue the services affected by the illegal instructions without any liability for the Service Provider.

2.3 The Customer shall at all times ensure that the information concerning the categories of data subjects and personal data in Annex 01 is accurate and up to date and shall communicate any changes to the Service Provider without undue delay.

3 Security measures

3.1 The Service Provider shall implement appropriate technical and organizational measures to prevent that the personal data processed is

i) accidentally or unlawfully destroyed, lost or altered,

ii) disclosed or made available without authorization, or

iii) otherwise processed in violation of the GDPR.

3.2 The appropriate technical and organizational security measures must be determined with due regard to

i) the state of the art,

ii) the cost of their implementation, and

iii) the nature, scope, context and purposes of processing as well as

iv) the risk of varying likelihood and severity for the rights and freedoms of natural persons.

3.3 The risk assessment set out in Clause 3.2 is based on the categories of personal data and data subjects and the processing performed by the Data Processing as set out in Annex 01.

3.4 The Service Provider must also comply with any specific data security requirements that apply to Customer as set out in the Service Agreements, and with any other applicable data security requirements that are directly incumbent on the Service Provider as a data processor.

3.5 The security measures applicable at the time of entry into force of the Data Processing Agreement are specified in the Service Agreements. Any changes after the entry into force of the Data Processing Agreement in the requirements to the appropriate security measures, including but not limited to changes in legislation, the practice of competent courts and supervisory authorities, technology and security risks, and good practice, which affect the services shall be considered a change to the services in accordance with change management procedures in the Service Agreements.

4 Documentation and audits

4.1 The Service Provider shall upon request provide the Customer with sufficient information to enable the Customer to demonstrate that the appropriate security measures have been implemented.

4.2 The Customer is entitled to and subject to the provisions concerning audits in the Service Agreements, at its own cost to appoint an independent expert who shall have access to the Service Provider's data processing facilities and receive the necessary information in order to be able to audit whether the Service Provider has implemented and maintained the technical and organizational security measures

(cf. Clause 2.3). The expert shall upon the Service Provider's request sign a customary non-disclosure agreement.

4.3 The Service Provider must provide relevant information related to the provision of the services to authorities or the Customer's external advisors, including auditors, if this is necessary for the performance of their duties.

4.4 The Service Provider must give authorities who by law have a right to enter the Service Provider or any sub-processors' facilities access to such facilities.

5 Service Provider's notifications and assistance to the Customer

5.1 The Service Provider must without undue delay after becoming aware of the following notify the Customer in writing about:

i) any request for disclosure of personal data processed by authorities, unless expressly prohibited under Union or member state law;

ii) any finding of a breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data processed by the Service Provider (cf. GDPR Article 33(2));

iii) any request for access to the personal data received directly from the data subjects or from third parties.

5.2 The Service Provider must, insofar this is possible taking into account the nature of the processing assist the Customer with any requests from data subjects under Chapter III of the GDPR.

5.3 The Service Provider must assist the Customer with meeting other obligations that may apply to the Customer according to Union or member state law where the assistance of the Service Provider is necessary taking into consideration the nature of the processing and the information available to the Service Provider for the Customer to comply with its obligations. This includes providing the Customer with all necessary information about security breach incidents and all necessary information for an impact assessment in accordance with GDPR articles 35-36.

6 Sub-processors and data transfers

6.1 The Service Provider may engage sub-processors. The Service Provider undertakes to inform the Customer of any intended changes concerning the addition or replacement of sub-processors by

providing prior written notice to the Customer. The Customer may object to the use of another processor.

6.2 Prior to the engagement of the sub-processor, the Service Provider shall conclude a written agreement with the sub-processor, in which at least the same data protection obligations as set out in the Data Protection Agreement shall be imposed, including an obligation to implement appropriate technical and organizational measures. The Service Provider shall remain fully liable to the Customer for the acts and omissions of any sub-processor.

6.3 Any authorizations to the use of sub-processors must be specified in Annex 01 or in the Service Agreement. Any changes in the sub-processors must be reflected in an updated Annex 01 or in the Service Agreement.

6.4 If the Customer in the instructions in Annex 01 or otherwise, including as set out in the Service Agreements, has agreed to a transfer of personal data to a location outside the EU/EEA, the parties must ensure that there is a legal basis for the transfer (e.g. the EU Commission Standard Contractual Clauses) and the Customer must assist the Service Provider in establishing such legal basis, including signing transfer agreements in due course.

6.4.1 In the event that a legal basis is not in place at the time where access from outside EU/EEA was expected to be initiated or if a relevant authority at later date revokes a permission or mandates that personal data must not be accessed outside from the locations outside the EU/EEA, the Service Provider is entitled to

i) suspend or reduce the IT services affected in an interim period until the services can be provided from a different location; and

ii) once the IT services can be provided in full in accordance with the Service Agreements from a different location claim additional payment connected to the additional costs in performing as well as moving the services permanently to a service location in the EU/EEA.

6.5 The physical location of the service centers etc. used to provide the services and the data processing are stated in Annex 01.

7 Confidentiality

7.1 The Service Provider shall keep personal data confidential.

7.2 The Service Provider shall not process, copy or disclose the personal data to third parties unless strictly necessary for the performance of the Supplier's obligations, and on condition that to whom personal

data is disclosed is familiar with the confidential nature of the data and has accepted to keep the personal data confidential in accordance with at least the provisions of the Data Protection Agreement.

7.3 The terms of the Data Processing Agreement shall apply to any of the Service Provider's employees and the Service Provider must ensure that its employees comply with the Data Processing Agreement.

7.4 The Service Provider must ensure that its employees authorized to process the personal data have committed themselves to confidentiality as either set out in the Service Provider's employment terms, on an ad hoc basis, or are under an appropriate statutory obligation of confidentiality.

7.5 The Service Provider must limit the access to personal data to employees for whom access is necessary to provide the services.

8 Amendments and assignments

8.1 Any amendments to this Data Processing Agreement must be in writing.

8.2 The Service Provider may not assign or transfer any of its rights or obligations arising from this Data Processing Agreement without the Customer's prior written consent.

9 Term and termination

9.1 The Data Processing Agreement enters into force upon both parties' signature.

9.2 The Data Processing Agreement is in force as long as the Service Provider processes personal data for the Customer.

9.3 In case of termination of the Data Processing Agreement, regardless of the legal grounds, the Service Provider must provide the necessary transition services to Customer as further specified in the Service Agreements in order to ensure the transfer of the personal data to another supplier or the Customer.

9.4 Upon the Customer request the Service Provider shall in accordance with what is set out in the Service Agreements transfer or delete the personal data, unless Union or member state law requires the Service Provider's storage of the personal data, and if such storage is required, the Service Provider must delete the data as soon as such a legal obligation ceases.

10 Miscellaneous

10.1 The Service Provider's liability under the Data Processing Agreement is solely regulated and therefore subject to the limitations and disclaimers in the Service Agreements.

10.2 If any of the provisions of the Data Processing Agreement conflict with the provisions of any other agreement between the parties, including but not limited to the Service Agreements, then the provisions of the Data Processing Agreement shall prevail.

10.3 The Service Provider is entitled to payment on a time and material basis for its services, including support, documentation and assistance, provided under this Data Processing Agreement.

Data Processing Agreement

Annex 01: Data Processing Instructions

Annex 01: Data Processing Instructions

This Annex sets out the Customer's instructions to the Service Provider in connection with the Service Provider's data processing for the Customer and is an integrated part of the Data Processing Agreement.

The instructions set out in this Annex must be applied in the context of the Service Agreement(s) concluded between the Customer and the Service Provider.

1 Purpose and nature of the processing operations

The Service Provider processes personal data in connection with its provision of services to the Customer in relation to configuration and deployment of the Customer's ERP-system, including services related to maintenance and user support, as further set out in the IT services agreement.

2 Categories of data subjects

In connection with the provision of the IT-services related to the Customer's ERP system, the Service Provider will have access to data related to the following categories of data subjects:

a) The Customer's employees
b) Contact persons at the Customer's end-customers
c) Contact persons at the Customer's suppliers

3 Categories of personal data

In relation to the above mentioned categories of data subjects, the Service Provider will process the following categories of personal data:

Re a):

1) Contact details including name, address, phone number, e-mail-addresses,

Re b):

1) Contact details, including name, address, phone number and e-mail-addresses

Re c):

1) Contact details, including name, address, phone number and e-mail-addresses

4 Approved Sub-processors and Data processing locations

Sub-processing entity/location	Address	Country
SCALES Norge AS	Gladengveien 2	Norway
NNIT A/S	Østmarken 3 A 2860 Søborg	Denmark