Personal Data Processing Terms

Personal Data Processing Terms forms an integral part of the **Agreement (**the **"Agreement")** entered between Hivesco Innovation Software AB, (here the "**Data Processor**") and the Customer (here the "**Data Controller**").

The Data Processor and the Data Controller being hereinafter referred to collectively as "**Parties**" and individually as "**Party**".

1. Purpose of this Data Processing Terms

The Parties have agreed under the Agreement that the Data Processor will provide an Idea Management Software (the "**Service**"). The Service involves the Data Processor processes personal data on behalf of the Data Controller. The Agreement remains in effect until terminated by either Party.

The purpose of this Personal Data Processing Agreement is to regulate the rights and obligations of the Parties with regards to the processing of personal data under the Agreement in order to ensure that the personal data is processed in accordance with the provisions in the EU General Data Protection Regulation (GDPR) and any subsequent legislation replacing or supplementing the above.

2. The purpose and scope of the personal data processing

The purpose of the processing of personal data is to provide information on business and workplace improvement for clients using the service.

Categories of data subjects and personal data which may be covered by the processing of personal data under the Agreement are specified in **Appendix 2.A** to this Personal Data Processing Terms.

3. Obligations of the Data Controller

The Data Controller shall notify the Data Processor without undue delay of any and all circumstances that may arise which may involve the need to change the way in which the Data Processor processes personal data under this Personal Data Processing Terms. Data Controller is responsible to inform the data subject about the data processing in accordance with article 13 in the General Data Protection Regulation (GDPR). The Data Processor shall further assist the Data Controller in ensuring compliance with the obligations pursuant to Article 32 to 36 of the GDPR

4. Obligations of the Data Processor

4.1 Security Measures

The Data Processor shall implement appropriate technical and organisational measures to ensure that personal data is processed in accordance with the requirements in the applicable data protection laws, the conditions in the Agreement and in this Personal Data Processing Terms. All security measures must be at least equal to the level which

the competent supervisory authority typically requires for equivalent processing activities. The measures must be documented and submitted to the Data Controller upon request without undue delay.

4.2 <u>Instructions</u>

The Data Processor must process personal data only on behalf of and for the benefit of the Data Controller, only for the purposes stated in item 2 above. The Data Processor must follow the instructions given by the Data Controller per **Appendix 2.B** to this Personal Data Processing Terms.

The Data Processor shall ensure each of its personnel who has access to the personal data covered by this Personal Data Processing Terms to comply with the terms and conditions of this Personal Data Processing Terms including specifically only processing the personal data in accordance with the instructions given by the Data Controller.

If the Data Processor is of the opinion that the instructions given by the Data Controller are in conflict with the applicable data protection legislation, the Data Processor must immediately inform the Data Controller of the same using the contact information in the preamble of this Personal Data Processing Terms.

4.3 <u>Transfer of personal data and use of subcontractors</u>

The Data Processor must not transfer or give access to the personal data covered by this Personal Data Processing Terms to any third party without the Data Controller's explicit prior authorisation, unless there is a legal obligation for the Data Processor to do so. If there is such a legal obligation, the Data Processor must inform the Data Controller before such sharing or transfer of the personal data takes place, provided that the Data Processor is not prohibited by law to do so.

The Data Processor must not engage subcontractors to perform all or part of the processing of personal data unless the Data Controller has given its prior specific written approval. Such approval is hereby granted by the Data Controller to those subcontractors specified in **Appendix 2.C** to this Data Processing Agreement.

The Data Processor must enter into a written agreement with each of its subcontractors, binding the subcontractors to have at least the same obligations as the Data Processor has under the Agreement. The Data Processor is fully responsible to the Data Controller for how the subcontractors process personal data, including their security measures.

Should the Data Processor wish to engage new subcontractors or replace existing subcontractors throughout the term, the Data Processor must inform the Data Controller of this using the contact information in the Agreement at least 30 days prior to such change taking place, and obtain its prior specific written approval. Approval must be given by the Data Controller without undue delay. In the event that the proposed change cannot be approved by the Data Controller, the Data Processor shall present an

alternative solution to the Data Controller within two (2) weeks, after the Data Controller communicates it's decision to the Data Processor not to approve proposed change. Should the parties fail to agree on the choice of a subcontractor at this time, the parties shall agree on a reasonable transfer of the Data Processor duties to a new Data Processor.

4.4 <u>Requirements with regards to localisation and transfer of personal data to third countries</u>

The Data Processor undertakes to ensure that (i) the personal data is stored and processed only in EU unless the Parties agree otherwise in writing; and (ii) any transfer of personal data outside EU is subject to appropriate supplementary measures that are necessary to bring the level of protection of the data transferred up to the EU standard of essential equivalence.

4.5 <u>Obligation of Confidentiality</u>

The Data Processor must ensure that any person who will process personal data under this Personal Data Processing Terms is either covered by a statutory obligation of confidentiality or have undertaken the same in a binding agreement. Confidentiality shall apply with regards to all information processed by the Data Processor under this Personal Data Processing Terms and the information shall remain confidential also after the Agreement has terminated. Access to personal data may only be granted to such person who needs it in order to carry out its duties.

4.6 <u>Incident Reporting</u>

The Data Processor must promptly notify the Data Controller of any security incidents where such incidents have resulted in or are likely to result in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the personal data covered by this Personal Data Processing Terms.

Upon request from the Data Controller, the Data Processor must promptly provide the Data Controller with all requested information about the incident such as the facts relating to the incident, its effects and the remedial action taken and cooperate with the Data Controller in communicating about the incident with the supervisory authority where necessary.

4.7 <u>Assistance with fulfilling obligations towards the data subjects</u>

The Data Processor must assist the Data Controller in fulfilling its obligations towards data subjects and help the Data Controller facilitate the exercise of data subjects rights such as the correction and removal of data, data portability etc. in accordance with the data protection legislation. This assistance must be provided without undue delay and without any demands from the Data Processor for additional financial compensation unless agreed otherwise in writing between the Parties.

4.8 <u>Removal of personal data</u>

During the current term of the Agreement, the Data Controller's user indicates when personal data is to be deleted. They shall then be destroyed, overwritten or otherwise deleted by the Data Processor promptly without undue delay.

After the termination of the Agreement, the Data Processor undertakes to, at the choice of the Data Controller, return and/or delete or destroy all personal data covered by the Agreement. This must take place promptly without undue delay, without any requirement for additional financial compensation, unless the Parties agree otherwise.

4.9 The Data Controller may suspend or terminate the Agreement, with immediate effect by notice in writing and without incurring any liability for compensation for termination if the Data Controller, acting reasonably and in good faith, has reason to believe that the Data Processor is unable or has failed to comply with its obligations under this clause 4.

5. **Limitation of Liability**

   In no event will Data Processor and its affiliates be liable for any lost profits or business opportunities, loss of use, loss of revenue, loss of goodwill, business interruption, loss of data, or any other indirect, incidental, or consequential damages under any theory of liability, whether based in contract, negligence, product liability, or otherwise. Data Processor and its affiliates' liability under this Personal Data Processing Terms will not, regardless of whether the claim is based on contract, strict liability, or otherwise, exceed the fees paid by the Data Controller for the Service. The foregoing limitations shall apply regardless of whether the Data Controller have been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose.

6. **The right to renegotiate**

   Both Parties have the right to request the renegotiation of this Personal Data Processing Terms including instructions and other Appendices, in the event of:
   - substantial changes in ownership or management of the other Party
   - modification of the applicable legislation or interpretation thereof in a way that affects the processing of personal data covered by this Data Processing Agreement.

   The Data Processor does not have the right to terminate the entire Agreement for the sole reason that the right to renegotiate is invoked or that renegotiations have been initiated.

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Appendix 2.A to the Personal Data Processing Terms between Hivesco Innovation Software AB and Customer

1. **Categories of data subjects registered**

The following categories of data subjects may be covered in relation to the processing under this Personal Data Processing Terms.
- Employees
- Users in the IT environment, such as Active Directory or other user management directory

2. **Categories of personal data**

The following categories of personal data may be processed under this Personal Data Processing Terms.
- Name
- Profile picture
- Job title
- User-created content in the software
- Password
- Employer

Appendix 2.B to the Personal Data Processing Terms between Hivesco Innovation Software AB and Customer

Instructions

Customer in its capacity as Personal Data Controller for the processing of personal data covered by the Terms, hereby provides Hivesco Innovation Software AB, in its capacity as Personal Data Processor, the following instructions.

1. **Information security**

   1.1 The Personal Data Processor is responsible for, in accordance with industry best practices, (a) establishing controls to ensure the confidentiality of the personal data and to ensure that the personal data is not disclosed contrary to the provisions of the Data Processing Terms or any privacy laws and, (b) develop, implement and maintain appropriate technical, physical, administrative and organisational security measures, procedures and practices designed to protect the personal data taking into account the risks that the processing of personal data may result in for the data subject's rights and freedoms, and for the operations of the Personal Data Controller. The Personal Data Processor shall particularly ensure that the personal data is protected against any actual, suspected or anticipated threats to the security and integrity of personal data such as accidental or unlawful destruction, loss or change, unauthorised disclosure of or access to personal data and other data breaches.

   1.2 The Personal Data Processor must ensure at least the following with regards to encryption of personal data; SSL(Secure Sockets Layer).

   1.3 The Personal Data Processor must ensure that any person working under its supervision who has access to personal data covered by this Personal Data Processing Terms only processes such data to the extent necessary in order for this person to carry out its work duties.

   1.4 The Personal Data Processor shall provide training, as appropriate, regarding the privacy, confidentiality and information security requirements in the Personal Data Processing Terms to all of its personnel who has access to personal data.

Appendix 2.C to the Personal Data Processing Terms between Hivesco Innovation Software AB

The following subcontractors are engaged by Hivesco Innovation Software AB in carrying out the Service covered by the Agreement.

Name of the company	Company Registration Number	Geographical location	Role in the Service delivery
Google Cloud EMEA Limited	*IE3668997OH*	*Dublin, Ireland*	*Storage and service*