

THIS PERSONAL DATA PROCESSING AGREEMENT (this “**DPA**”) is entered into and made between:

Modelon AB, reg. no. 556672-3010, Ideon Science Park, 223 70 Lund (“**Processor**”), and the legal entity that has entered into the Main Agreement as licensee (“**Controller**”). Hereafter individually referred to as a “**Party**”, and jointly as the “**Parties**”.

1 BACKGROUND

- 1.1 The Parties have entered into an agreement regarding Processor’s provision of software as a service (SaaS) to which this DPA is appended and made an integral part (the “**Main Agreement**”). The services rendered under the Main Agreement will include processing of personal data by Processor on behalf of Controller.
- 1.2 This DPA governs Controller’s rights and obligations as a controller and Processor’s rights and obligations as a processor when Processor processes personal data on behalf of Controller.
- 1.3 This DPA shall be deemed to form part of the Main Agreement. In the event of inconsistencies between the provisions of the Main Agreement and this DPA, this DPA shall prevail and take precedence.

2 DEFINITIONS

- 2.1 Unless otherwise stated, terms and expressions in this DPA shall be interpreted in accordance with applicable data protection legislation.
- 2.2 Terms and expressions used in this DPA, but not defined herein, shall be defined in accordance with the Main Agreement.

3 APPENDICES

Specification of the processing of personal data	Appendix 1
List of pre-approved sub-processors	Appendix 2

4 PROCESSING OF PERSONAL DATA

- 4.1 Processor undertakes to process personal data only in accordance with documented instructions from Controller, unless otherwise provided by applicable data protection legislation. Controller’s instructions to Processor regarding the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects, are exhaustively set out in this DPA and Appendix 1.
- 4.2 Controller confirms that Processor’s obligations set out in this DPA, including Appendix 1, constitute the complete instructions to Processor.
- 4.3 Any amendments to Controller’s instructions shall be documented in writing and signed by both Parties in order to be valid. Any such amendments shall also include provisions in respect of changes (if any) of Processor’s remuneration. Controller may not, without such written agreement, instruct Processor to process personal data regarding other categories of personal data or regarding other categories of data subjects than those specified in Appendix 1.

- 4.4 Processor shall without undue delay inform Controller if, in its opinion, an instruction from Controller regarding the processing of personal data infringes data protection legislation.
- 4.5 Processor shall, to the extent required by applicable data protection legislation and in accordance with Controller's written instructions, where applicable, assist Controller in fulfilling its obligations under applicable data protection legislation.

5 SUB-PROCESSORS AND TRANSFERS TO THIRD COUNTRIES

- 5.1 Controller authorises Processor to engage sub-processors within and outside the EU / EEA. Processor shall ensure that sub-processors are bound by written agreements which impose on them the same data protection obligations as set out in this DPA. Appendix 2 contains a list of sub-processors that from the execution date of this DPA have been pre-approved.
- 5.2 If Processor intends to engage a new sub-processor or replace an existing sub-processor to process personal data covered by this DPA, Processor shall inform Controller of any intended changes concerning the addition or replacement of sub-processors and give Controller the opportunity to object to such changes. Any objections by Controller shall be made in writing without undue delay from receipt of the information from Processor. Processor shall provide Controller with the information that Controller may reasonably request to assess whether compliance with the obligations under this DPA and applicable data protection legislation is possible if the proposed sub-processor is engaged. If, in Controller's justifiable opinion, such compliance is not possible if the proposed sub-processor is engaged, and Processor despite Controller's justified objection engages the proposed sub-processor, Controller is entitled to terminate this DPA at no extra cost. If Controller's objection is not justified, Controller is not entitled to terminate this DPA.
- 5.3 Processor may transfer personal data outside the EU / EEA. If personal data is transferred to or made available outside the EU / EEA, Processor shall ensure that there is a legal basis for the transfer and that the transfer is subject to an appropriate safeguard under applicable data protection legislation, such as standard data protection clauses adopted by the Commission. Controller authorises Processor to enter into such standard data protection clauses with sub-processors on behalf of Controller.

6 DATA SECURITY AND CONFIDENTIALITY

- 6.1 Processor is obliged to fulfil its legal obligations regarding data protection under applicable data protection legislation and shall in all cases take appropriate technical and organisational measures to protect the personal data being processed.
- 6.2 Processor shall ensure that only such persons who need access to personal data in order to fulfil Processor's obligations under the Main Agreement and this DPA have access to such data. Processor shall ensure that such persons are subject to appropriate means of confidentiality.

7 DISCLOSURE OF PERSONAL DATA AND CONTACTS WITH COMPETENT AUTHORITIES

- 7.1 Processor may not, without the prior written consent of Controller, disclose or otherwise make available personal data processed under this DPA to third parties, unless otherwise provided by Swedish or European law or pursuant to a decision by a competent court or authority.
- 7.2 If a data subject requests information from Processor regarding the processing of personal data covered by this DPA, Processor shall without undue delay refer such request to Controller.
- 7.3 If a competent authority requests information from Processor regarding the processing of personal data covered by this DPA, Processor shall without undue delay notify Controller thereof, unless otherwise provided by applicable law or pursuant to a decision by a competent court or authority. Processor may not act on behalf of Controller or as its agent and may not, without the prior consent of Controller, transfer or otherwise make available personal data governed by this DPA or other information relating to the processing of such personal data to any third party, unless otherwise required by Swedish or European law or pursuant to a non-appealable decision by a competent court or authority.
- 7.4 If Processor, in accordance with applicable Swedish or European law, is requested to disclose personal data covered by this DPA, Processor shall without undue delay notify Controller thereof, unless otherwise provided by applicable law or pursuant to a decision by a competent court or authority.

8 PERSONAL DATA BREACH

- 8.1 Processor shall notify Controller without undue delay after having become aware of a personal data breach.
- 8.2 Processor shall assist Controller with the information reasonably required to fulfil Controller's obligation to report personal data breaches.

9 AUDIT RIGHTS

- 9.1 In its capacity as controller, Controller shall be entitled to take the necessary measures to verify that Processor is able to comply with its obligations under this DPA and that Processor has in fact taken the necessary measures to ensure such compliance.
- 9.2 Processor undertakes to provide Controller with all information necessary to demonstrate compliance with its obligations under this DPA, and to enable and participate in audits, including on-site inspections, carried out by Controller or other auditor appointed by Controller, provided that the person(s) performing the audit have entered into customary confidentiality agreements.

10 REMUNERATION

Processor is entitled to compensation in accordance with its prevailing price list for work performed or assistance provided pursuant to its obligations in sections 4.5, 7, 8.2, 9 and 13 of this DPA.

11 LIMITATION OF LIABILITY

- 11.1 The limitations of liability set out in the Main Agreement shall apply to Processor's liability under this DPA as if set out herein.
- 11.2 Subject to the limitations of liability set out in the Main Agreement, Processor shall indemnify and hold Controller harmless from any costs, losses, and damages incurred by Controller as a result of Processor's breach of this DPA or applicable data protection legislation. For clarity, Processor shall in no event be liable for costs resulting from Controller's breach of this DPA, the Main Agreement or applicable data protection legislation.
- 11.3 Since Processor shall only process personal data in accordance with Controller's instructions, Processor is not liable where Processor's has acted in accordance with Controller's instructions. Controller shall indemnify and hold Processor harmless from any costs, losses, and damages incurred by Processor resulting from Processor's actions in accordance with Controller's instructions.

12 TERM OF AGREEMENT

The provisions of this DPA shall apply as long as Processor processes personal data for which Controller is the controller.

13 MEASURES UPON TERMINATION OF THIS DPA

- 13.1 Upon termination of this DPA, Processor shall, as instructed and communicated in writing by Controller, either delete or return all personal data processed under this DPA without undue delay, and at the latest within thirty (30) days of receiving such notice from Controller, unless Swedish or European Union law requires storage of the personal data.
- 13.2 At the request of Controller, Processor shall without undue delay provide Controller a written notice of the measures taken regarding the personal data, even if the Main Agreement or this DPA have been terminated.

14 CHANGES TO THIS DPA

Changes and additions to this DPA shall be made in writing and be signed by the Parties.

15 APPLICABLE LAW AND DISPUTES

- 15.1 This DPA shall be governed by Swedish law.
- 15.2 Any dispute arising out of or in connection with this DPA shall be finally settled in accordance with the provisions regarding dispute resolution in the Main Agreement.
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SPECIFICATION OF THE PROCESSING OF PERSONAL DATA

Purposes

Specify all purposes for which personal data will be processed by Processor

To deliver services in accordance with the terms of the Main Agreement.

Categories of personal data

Specify which categories of personal data Processor will process

[Name, user name, Email address, IP address, phone number]

Categories of data subjects

Specify for which categories of data subjects Processor will process personal data

[Consultants, Contact persons, Co-workers, Customers, Potential customers]

Processing activities

Specify which processing activities will be performed by Processor

[The Processor will store, retrieve, disclose, use and erase personal data in accordance with Controller's instructions.]

Location for the processing of personal data

Specify all locations where personal data will be processed by Processor

[The personal data will be stored on servers located in Lund, Sweden.]

Security measures

[I.e. encryption, pseudonymization etc.]

PRE-APPROVED SUB-PROCESSORS

Name	Address	Contact person's name, position & contact details	Description of the processing¹⁾

¹⁾ Including a clear delimitation of responsibilities in case several sub-processors are authorized.