

AVENSIA GENERAL DATA PROCESSING AGREEMENT

This Data Processing Agreement is a General appendix to Avensia agreements to be used when a separate Data Processing Agreement is not signed between Avensia (referred to as “Data Processor”) and the customer.

The parties have entered into an agreement (“Agreement”) under which Data Processor provides consultancy services and software for digital commerce to Data Controller. As part of the Agreement, Data Processor will collect and process personal data on behalf of Data Controller in accordance with Data Controller’s instructions and this DPA.

1. APPLICABLE LAW AND DEFINITIONS

1.1 "Applicable Law" shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council ("General Data Protection Regulation"). Defined terms in Applicable Law which are used in this DPA shall have the meaning as set out in Applicable Law, even if they do not begin with capital letters in this DPA; such as "registered", "personal data", "processing" and "third-country".

2. PURPOSE OF THE PROCESSING

2.1 The purpose of the processing of personal data under this DPA is to enable the provision of services in accordance with the Agreement (“Purpose”).

2.2 Data Processor may only process Data Controller’s personal data for the Purpose and to the extent necessary to fulfill Data Processor’s obligations under this DPA and the Agreement with appendices.

2.3 The categories of data subjects are employees and/or customers of the Data Controller as well as additional categories of data subjects processed in accordance with Data Controller’s instructions.

2.4 The following categories of personal data will be collected and processed: name, email address and/or work alias of the data subjects, as well as personal data processed in accordance with Data Controller’s instructions.

3. DATA CONTROLLER’S CERTAIN OBLIGATIONS

3.1 Data Controller undertakes to:

- (a) ensure that there is a legal basis for the processing of personal data carried out by Data Processor;

- (b) notify Data Processor of incorrect, corrected, updated, or deleted personal data which is subject to Data Processor's processing;
- (c) document to Data Processor the categories of registered persons and categories of personal data that will be processed, and continuously keep Data Processor updated in this regard;
- (d) inform Data Processor regarding adjustments, modifications and/or extensions of the purpose for which personal data are processed on behalf of Data Controller;
- (e) provide documented instructions to Data Processor regarding Data Processor's processing of personal data, and to keep such instructions updated; and
- (f) when Data Processor processes personal data on Data Controller's equipment, that the technical and organizational measures necessary to protect the personal data are implemented.
- (g) perform its obligations under this DPA in accordance with Applicable Law.

4. DATA PROCESSOR'S CERTAIN OBLIGATIONS

4.1 Data Processor undertakes to:

- (a) process the personal data in accordance with Applicable Law, this DPA and documented instructions from Data Controller, as well as to comply with applicable confidentiality undertakings, including its employees;
- (b) take appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with the requirements of Article 32 of the General Data Protection Regulation;
- (c) considering the nature of the processing, assist Data Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Data Controller's obligation to respond to requests for exercising the data subject's rights;
- (d) assist Data Controller in matters regarding security, data breaches and data protection impact assessments pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the nature of the processing and the information available to Data Processor;
- (e) provide Data Controller with the information required to demonstrate that the obligations set forth in this DPA have been fulfilled, as well as enable and contribute to audits, including inspections carried out during normal working hours by Data Controller, or by another third party authorized by Data Controller, prior to which Data Processor shall be given reasonable time to compile information; and

- (f) ensure that any transfer of personal data to third countries is carried out in accordance with Applicable Law, for example by using the European Commission's standard contractual clauses or in accordance with the Privacy Shield Framework; and
- (g) inform Data Controller if the DPA or the documented instructions in Data Processor's opinion conflict with Applicable Law.

5. SUBCONTRACTORS

- 5.1 Data Processor has the right to engage subcontractors as sub-processors, provided that Data Controller is informed, and that Data Processor enters into a data processing agreement with the subcontractor. Such data processing agreement shall impose on the subcontractor the requirements and limitations regarding processing of personal data as imposed on Data Processor under this DPA.
- 5.2 Data Processor is currently engaging the sub-processors listed in Appendix A. By signing this DPA, Data Controller acknowledges and agrees to Data Processor engaging such sub-processors when signing this DPA.
- 5.3 Data Processor shall be responsible for all actions or omissions by a subcontractor under this DPA, as though they were Data Processor's own actions or omissions.
- 5.4 If Data Processor wishes to engage a new subcontractor, or replace a current subcontractor as sub-processor, Data Processor shall give prior notice to Data Controller. Data Controller may object to additions or replacements of sub-processors.
- 5.5 If the Data Controller objects to a new sub-processor, Data Controller may terminate the Agreement or parts thereof and this DPA with ninety (90) days written notification, without any liability for costs or damages such a termination may incur.

6. COMPENSATION

- 6.1 Data Processor undertakes to only process Data Controller personal data in accordance with the Data Processing Agreement, applicable law and Data Controller's written instructions. Where a requested action does not follow from the Agreement or is not part of Data Processor's regular processes, Data Processor shall be remunerated for work carried out when assisting Data Controller with the obligations set out in Sections 4.1(c) – (e) and 7.2 regarding the return of personal data, as well as full compensation for costs related thereto.

7. TERM AND TERMINATION

- 7.1 The DPA is effective from the date when authorized representatives of both Data Controller and Data Processor have signed the Agreement under which this DPA is attached. The DPA is valid as long as Data Processor processes personal data for Data Controller. This DPA can only be terminated under the terms specified in the Agreement.

7.2 Upon termination of the DPA, Data Processor shall discontinue the processing of all personal data on behalf of Data Controller. Data Processor shall ensure that such personal data in its or its subcontractors' possession or control, in accordance with Data Controller's instructions, either are returned to Data Controller (or a by Data Controller designated third party) or destroyed, depending on what Data Controller decides, unless processing of the personal data is required under Applicable Law. Data Processor shall, at Data Controller's request, confirm in writing that Data Processor has returned or destroyed all copies of such personal data.

8. GOVERNING LAW AND VENUE

8.1 The parties agree that the provisions on governing law and jurisdiction as set out in the Agreement shall be applicable to the DPA as if they were included herein.

8.2 If no provisions are set out in the Agreement, or if the parties have not concluded such an agreement, the following shall apply:

- (a) This DPA shall be governed by and construed in accordance with the substantive laws of Sweden, without regard to its conflict of laws principles.
- (b) Any dispute, controversy or claim arising out of or in connection with this DPA shall be finally settled by Swedish courts, with the Stockholm district court (Stockholms tingsrätt) as the court of first instance.

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APPENDIX A – PRE-APPROVED SUB-PROCESSORS

Subcontractor name (service name)	Region for processing	Transfer mechanism	Services provided
Microsoft Corporation (Azure)	EU/EEA and the U.S.	EU-U.S. Privacy Shield Framework	Hosting and storage services
HubSpot	U.S.	EU-U.S. Privacy Shield Framework	Newsletter distribution and marketing material
Salesforce	U.S.	EU-U.S. Privacy Shield Framework	Customer Relation Management
Microsoft Corporation (Office365)	U.S.	EU-U.S. Privacy Shield Framework	Email services (Outlook 365)
Google Inc. (Google Analytics)	U.S.	EU-U.S. Privacy Shield Framework	Cookies for statistics and product improvement