

# DATA PROCESSING AGREEMENT FOR USER AND LICENSE MANAGEMENT SERVICES

## 1. Background and Interpretation

1.1. In order to fulfil the agreement regarding Symetri's provision of any and all products, licenses and services (the "**Agreement**"), Symetri may, when providing such products, licenses and services, process certain personal data for which the Customer is the controller, in the capacity of the Customer's processor.

1.2. This data processing agreement (the "**DPA**") forms an integrated part of the Agreement. The purpose of this DPA is to ensure a secure, correct and legal processing of personal data and to comply with applicable requirements for data processing agreements as well as to ensure adequate protection for the personal data processed within the scope of the Agreement.

1.3. Any terms used in this DPA, e.g. "controller", "data subject", "personal data", "processing", "processor", and "supervisory authority", shall have the meaning as stated in the GDPR. The terms "processing" and "personal data" refer exclusively to such processing and such personal data that Symetri processes on behalf of the Customer in accordance with this DPA. In addition, the definitions used in the Agreement shall have the same meaning in this DPA unless otherwise is expressly stated or indicated by the circumstances.

1.4. The GDPR and a supervisory authority's binding decisions, recommendations and guidelines, practices in the field of data protection, supplementary local adaptation and legislation as well as sector-specific legislation in relation to data protection are collectively referred to as the "**Data Protection Rules**".

## 2. Responsibility and Instruction

2.1. The type of personal data and the categories of data subjects processed by Symetri under this DPA and the purpose, nature, duration and objects of this processing, are described in the instructions on processing of personal data (see **Appendix 1**). Customer shall ensure that Symetri is not able to process additional categories of personal data or personal data in relation to other data subjects than those specified in Appendix 1.

2.2. Customer is responsible for complying with the Data Protection Rules. Customer shall in particular:

- a) be contact person towards data subjects and respond to their inquiries regarding the processing of their personal data;
- b) ensure the lawfulness of the processing of personal data, provide information to data subjects pursuant to Articles 13 and 14 in the GDPR and maintain a record of processing activities under its responsibility;

- c) provide Symetri with documented instructions for Symetri's processing of personal data, including instructions regarding the subject-matter, duration, nature and purpose of the processing as well as the type of personal data and categories of data subjects;
- d) immediately inform Symetri of changes that affect Symetri's obligations under this DPA;
- e) immediately inform Symetri if a third-party takes action or lodges a claim against the Customer as a result of Symetri's processing under this DPA; and
- f) immediately inform Symetri about any action or claim from a third party made in connection with Symetri's processing under this DPA; and
- g) immediately inform Symetri if anyone else along with Customer is a controller with the Customer for the personal data processed by Symetri under this DPA.

2.3. When processing personal data, Symetri shall:

- a) only process personal data in accordance with Customer's documented instructions which as the time of the Parties entering into this DPA are set out in Appendix 1, including with regard to transfers to a third country or an international organisation, unless required to do so by Union or Member State law to which Symetri, or a party that process personal data as a sub-processor to Symetri ("**Sub-processor**"), is subject to. In such a case, Symetri or the Sub-processor shall inform the Customer of that legal requirement before the processing, unless the law prohibits such information on important grounds of public interest;
- b) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) maintain an adequate level of security for the personal data by implementing all technical and organisational measures set out in Article 32 of the GDPR in the manner set out in Clause 3 below;
- d) respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging a Sub-processor;
- e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as it is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32-36 of the GDPR, taking into account the nature of the processing and the information available to Symetri; and
- g) make available to Customer all information necessary to demonstrate Symetri's compliance with its obligations under Article 28 of the GDPR and this DPA, and enable and contribute to audits, including inspections, conducted by

Customer or another auditor agreed by the Parties. Such information shall be provided by Symetri without undue delay, subject to Customer, within reasonable time in advance, specifying the scope of information to be provided. When conducting the audits, Customer shall undertake confidentiality and follow Symetri's security regulations, without risking to restrict Symetri's business or the protection for information regarding Symetri's other customers.

2.4. Symetri shall notify Customer without undue delay if, in Symetri's opinion, an instruction infringes the Data Protection Rules or of any changes affecting Symetri's obligations pursuant to this DPA. If Customer does not provide Symetri, within reasonable time from notification, with further instructions, Symetri may implement measures that Symetri considers necessary in order to comply with the GDPR.

### **3. Security**

3.1. Symetri shall implement technical and organisational security measures in order to protect the personal data against destruction, alteration, unauthorised disclosure and unauthorised access. The measures shall ensure a level of security that is appropriate taking into account the state of the art, the costs of implementation, the nature, scope, context and purpose of the processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons. Symetri may amend its technical and organisational measures from time to time.

3.2. Symetri shall notify Customer of accidental or unauthorised access to personal data or any other personal data breach without undue delay after becoming aware of such data breach and pursuant to Article 33 of the GDPR. Such notification shall not in any manner imply that Symetri has committed any wrongful act or omission, or that Symetri shall become liable for the personal data breach.

3.3. If Customer during the term of this DPA requires that Symetri takes additional security measures, Symetri shall as far as possible meet such requirements provided that Customer pays and takes responsibility for any and all costs associated with such additional measures.

### **4. Sub-processors and Transfers to Third Countries**

4.1. Customer hereby grants Symetri with a general authorisation to engage Sub-processors. Sub-processors engaged at the time of the conclusion of this DPA are listed in the list of Sub-processors (see **Appendix 2**). Symetri shall enter into a data processing agreement with each Sub-processor, according to which, corresponding data protection obligations as set out in this DPA, are imposed upon the Sub-processor. Symetri is responsible towards the Customer for Sub-processors' performance of its undertakings in relation to the Customer.

4.2. Symetri shall inform Customer of any intended changes concerning the addition or replacement of Sub-processors, thereby giving Customer the opportunity to object to such changes. Such objection shall be made in writing and within thirty (30) days after Symetri has informed Customer about the intended changes. If

Customer objects to the intended changes and i) the Parties cannot agree, within reasonable time, on the new Sub-processor's engagement in the processing of personal data; or ii) Symetri can demonstrate that Symetri is not reasonably able to provide the products, licenses and/or services under the Agreement, without the engagement of the Sub-processor, either Party has the right to terminate the Agreement in whole or in part with immediate effect. If Symetri would choose to adapt to such objection from the Customer, Symetri shall be entitled to reasonable compensation from the Customer for the costs that Symetri incurs as a result of the adaptation.

4.3. Upon the Customer's request, Symetri shall provide the Customer with a correct and up-to-date list containing the Sub-processors that have been engaged in the processing of personal data, the Sub-processors' contact information, the geographic location of the Sub-processor's processing and which processing of personal data each Sub-processor performs.

4.4. In case Symetri, or its Sub-processors, transfer personal data to an area outside of the EU/EEA, such transfer shall always comply with the applicable data protection requirements according to the Data Protection Rules. Symetri shall keep the Customer informed about the legal grounds for the transfer.

## **5. Limitation of Liability**

5.1. The Customer shall indemnify Symetri for all claims directed against Symetri due to Symetri's or Sub-processor's processing of personal data on behalf of the Customer, as well as for all costs and other direct damages - including any administrative fines - that Symetri is caused by breach of the Data Protection Rules. The Customer is however not responsible according to this Clause 5.1 if the Customer can demonstrate that Symetri or a Sub-processor is fully responsible for the event, action or omission that caused Symetri the claim, cost or damage, in which cases, Clause 5.2 shall apply, as applicable.

5.2. If Symetri, a person working under Symetri's management or a Sub-processor engaged by Symetri processes personal data in breach of this DPA or the documented instructions provided by the Customer, Symetri shall, taking into account the limitations of liability resulting from the Agreement, compensate the Customer for the direct damage which the Customer is caused due to the incorrect processing. Symetri's compensation obligations according to this Clause 5.2 apply on the condition that i) the Customer notifies Symetri in writing without undue delay of the direct damage caused to the Customer or of the claim made against the Customer; and ii) the Customer allows Symetri to control the defense of the claim and alone decides on any settlement.

5.3. Notwithstanding what is stated above in this Clause 5, the liability of each Party is limited in accordance with what is stated in the Agreement and under no circumstances shall a Party be liable for any loss of profits or other indirect damage caused to the other Party, unless such damage is the result of intent or gross negligence.

5.4. Except for as stated in this Clause 5, each Party shall be responsible for any damages and administrative fines imposed to it under Articles 82 and 83 of the GDPR.

## **6. Term and Termination**

6.1. This DPA enters into force when the Agreement enters into force.

6.2. Upon termination of the Agreement, Symetri shall delete or return, at the choice of Customer, all the personal data to Customer, delete existing copies and ensure that each Sub-processor does the same, unless EU law or applicable national law of an EU member state requires otherwise. If the Customer does not inform Symetri that the personal data shall be returned, Symetri shall promptly delete the information, including any existing copies, unless the Customer's in time given instructions result in taking another action, and in any case so that the data in question is not available and cannot be retrieved at Symetri. Symetri shall ensure this no later than thirty (30) days after the processing discontinues. Upon the Customer's request, Symetri shall confirm in writing that deletion has occurred and provide a written description of the measures taken in this regard.

6.3. For the avoidance of doubt, Symetri may continue to store and analyse or otherwise handle data on an aggregated level (not containing any personal data) after termination of the Agreement.

6.4. This DPA remains in force as long as Symetri processes personal data on behalf of Customer, including the deletion or returning of personal data according to Clause 6.2 above. This DPA shall thereafter cease to apply.

6.5. Clauses that by their nature continues to apply after this DPA has been terminated shall continue to apply even after this DPA has been terminated, e.g. Clause 5.

## **7. Changes**

7.1. If provisions of the Data Protection Rules are changed so that this DPA no longer meets the requirements for a data processing agreement pursuant to the GDPR, the Parties shall make changes to this DPA to meet the new, changed or clarified requirements.

7.2. Symetri is at any time entitled to change the DPA by publishing a new version of the DPA on Symetri's website or by otherwise communicating the updated version to the Customer.

7.3. Changes in accordance with Clause 7.1 or 7.2 above shall enter into effect no later than three (3) months after the Party's amendment notification or publication, as applicable, unless the other Party has objected to such proposed change or new version of the DPA. If a Party makes such an objection and the Parties are unable to agree within a reasonable time, Symetri shall have the right to terminate the DPA and/or relevant parts of the Agreement in whole or in part with thirty (30) days' notice.

7.4. Any other changes to this DPA than following from Clause 7.1 or 7.2 above, shall be made in writing and signed by the Parties' authorised representatives, to be binding.

7.5. If Symetri would choose to adapt to the Customer's objection, Symetri shall be entitled to reasonable compensation from the Customer for the costs that Symetri incurs as a result of such adaptation.

## **8. Miscellaneous**

8.1. In the event of deviating provisions between the Agreement and this DPA, the provisions of this DPA shall prevail with regard to processing of personal data and nothing in the Agreement shall be deemed to restrict or modify obligations set out in this DPA, notwithstanding anything to the contrary in the Agreement.

8.2. Unless explicitly stated, Symetri is not entitled to any compensation for performance of the obligations related to processing of personal data under this DPA, except for such work and costs that arise due to Customer's instructions or audits that entail additional work for Symetri compared with what otherwise follows from the Agreement, for example, requiring Symetri to change its working methods or make customised adaptations on behalf of Customer. In such case, Symetri's from time to time applicable standard fees and prices shall apply.

8.3. This DPA supersedes and replaces all data processing agreements between the Parties potentially existing prior to this DPA.

8.4. If a Party assigns the Agreement (according to the terms of the Agreement), this DPA shall also be deemed assigned to the assignee of the Agreement. However, this DPA may still apply between the original parties. No Party shall assign this DPA separately from the Agreement.

8.5. Swedish law, except its choice-of-law provisions, shall apply to this DPA in all regards. Any disputes arising out of or in connection with this DPA shall be resolved in accordance with the dispute settlement provision of the Agreement.

**APPENDIX 1 – INSTRUCTIONS ON PROCESSING OF PERSONAL DATA IN THE CONTEXT OF SYMETRI USER AND LICENSE MANAGEMENT SERVICES**

<b>Purposes</b>	Symetri only processes personal data under the DPA for the purpose of providing authentication and license management service for products and licenses provided by Symetri to Customer (Symetri’s “ <b>Management Services</b> ”).
<b>Types of personal data</b>	E-mail address, Name, Company belonging or other types of personal data that Customer choses to upload to the Management Services.
<b>Categories of data subjects</b>	Customer’s employees or any other category of data subject, which Customer gives access to the service by using Symetri’s Management Services or choses to upload information about when using the Management Services.
<b>Retention time</b>	<p>The personal data processed under this DPA shall be deleted by the Customer, or Symetri on the Customer’s behalf, when Customer informs Symetri that deletion shall be made. The Customer can choose to delete an individual’s personal data within the Management Services.</p> <p>Under no circumstances shall Symetri process the personal data under this DPA for longer than immediately after Symetri has ended providing its Management Services to Customer under the Agreement.</p>
<b>Processing operations</b>	<p>Within the Management Services the Customer can manage user accounts and licenses by deciding the users that are going to have access to certain licenses and services. Symetri hosts the Management Services as cloud services and thus stores all uploaded personal data and account information on behalf of the Customer.</p> <p>Symetri processes the personal data in all manners necessary to fulfill Customer’s order of the products and licenses in relation to storage of data, providing hosting services and otherwise providing the products and licenses via the Management Services in accordance with the Agreement.</p>

**APPENDIX 2 – LIST OF SUB-PROCESSORS**

Company	Address	Purpose
Okta Inc	20 Farringdon Rd London, EC1M 3HE United Kingdom	Okta is an authentication and authorization platform (platform-as-a-service) used for authentication of the user when using Symetri’s products and services. Service is hosted inside of EU and the processing is limited to UserID in the form of email and password only.
QD Sverige AB	Falhagsleden 53 753 23 Uppsala Sweden	Backup Services
<p>In addition to the Sub-processors listed above, Symetri makes use of consultants to perform consultancy services. Before a consultant is used, the Customer gives its consent to the use of the specific consultant in accordance with the order set out in the Agreement.</p>		

## **APPENDIX 3 – SPECIFIC DATA PROTECTION PROVISIONS APPLICABLE TO BRAZIL (LGPD)**

This Appendix complements the DATA PROCESSING AGREEMENT FOR USER AND LICENSE MANAGEMENT SERVICES (“DPA”) and sets specific provisions applicable whenever the processing of Personal Data under the Agreement is subject to the Brazilian General Data Protection Law (Lei nº 13,709/2018 – “LGPD”).

### **1. General Equivalence**

1.1. Where the LGPD applies, references in the DPA to:

- a) the GDPR and its specific provisions shall be read as references to the corresponding provisions of the LGPD and other applicable Brazilian data protection laws and regulations, as applicable; where no directly corresponding provision exists, the relevant reference shall be construed by reference to the closest equivalent concept or requirement under the LGPD, and only to the extent applicable to the relevant processing;
- b) “Data Protection Rules” shall include the LGPD and other regulations in force in Brazil with regards to protection of personal data, as well as Brazilian supervisory authority's binding decisions, recommendations and guidelines, practices in the field of data protection, as well as sector-specific legislation in relation to data protection;
- c) a supervisory authority shall be read as a reference to the Brazilian Agência Nacional de Proteção de Dados (“ANPD”) and any other authorities in Brazil with competence over data protection matters;
- d) “controller”, “processor”, “data subject”, “personal data”, and “processing”, shall be read as “controlador”, “operador”, “titular”, “dados pessoais” and “tratamento”, respectively, as defined in the LGPD;
- e) Union or Member State law, EU law, third country, international organization and similar GDPR concepts shall be read as references to the corresponding concepts under the LGPD and applicable Brazilian law;
- f) processing or retention required by law shall be read as including applicable Brazilian law and binding acts of competente Brazilian authorities.

### **2. Personal Data Incidents and Breaches**

2.1. Where the LGPD applies, references in the DPA to Article 33 GDPR shall be read as references to the corresponding incident-notification requirements under the LGPD and applicable ANPD rules. Symetri shall provide Customer with the information and cooperation reasonably necessary for Customer to assess incidents and comply with applicable LGPD notification requirements.

### **3. Cooperation and Data Subjects' Requests**

3.1. Where the LGPD applies, references in the DPA to Chapter III of the GDPR shall be read as references to the rights of the data subject provided for in the LGPD, including the rights set out in Article 18 of the LGPD, and Symetri shall assist Customer by appropriate technical and organisational measures insofar as possible to enable Customer to respond to requests from data subjects in accordance with the LGPD.

### **4. Transfers to Third Countries**

4.1. Where the LGPD applies, references in the DPA to transfers of personal data outside the EU/EEA shall also include international transfers of personal data from Brazil and shall be read in accordance with the LGPD.

4.2. To the extent an applicable adequacy decision is available for the relevant transfer, the Parties may rely on it. Otherwise, the applicable transfer mechanisms, guarantees and safeguards required under the GDPR and/or LGPD shall apply.

4.3. All other international transfers remain subject to the applicable international transfer mechanisms, guarantees and safeguards required under the GDPR and/or the LGPD, as applicable to the specific circumstances.

### **5. Liability and Administrative Sanctions**

5.1. Where the LGPD applies, references in the DPA to Articles 82 and 83 of the GDPR shall be read as references to Articles 42 to 45 and Article 52 of the LGPD. The Parties agree that any internal allocation of liability or indemnification shall respect the provisions of Section 5 of the DPA.

### **6. Precedence and Contractual Integration**

6.1. In the event of any inconsistency or interpretative doubt between the DPA and this Appendix, this Appendix shall prevail solely with respect to matters concerning the application of the LGPD and the regulatory equivalence between the GDPR and the LGPD.

6.2. All other provisions of the DPA that do not conflict with this Appendix shall remain unchanged and fully effective.

6.3. All references in the DPA to compliance updates triggered by changes in law (including in Clause 7.1 of the DPA, which addresses changes to the Data Protection Rules affecting data processing agreement requirements) shall, where the LGPD applies, be read as equally covering any amendment to the LGPD and any new or changed regulations, resolutions, decisions, guidance or technical standards issued by the ANPD or other competent Brazilian authorities, so that Brazilian-law changes are captured alongside GDPR changes for the purposes of the DPA amendment and update mechanism.

6.4. Where the processing of personal data is subject to the LGPD, the mandatory provisions of the LGPD and the regulatory and enforcement powers of the ANPD and other competent Brazilian authorities shall be respected, without prejudice to the choice of Swedish law for the interpretation of the remaining contractual terms and to the dispute resolution mechanism set out in the Agreement.