

Personal Data Processing Appendix

between

RISE Research Institutes of Sweden AB, Swedish company registration no. 556464-6874,
(Hereinafter referred to as the “**Data Processor**” or “**RISE**”)

and

the Customer using the Services
(Hereinafter referred to as the “**Data Controller**” or “**Customer**”)

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

1. Purpose of this Personal Data Processing Appendix

The Parties have entered into an agreement (the “**ICE Terms and Conditions**”) on under which RISE will provide the Services to Customer. In order to provide the Service, RISE processes personal data on behalf of the Customer.

The purpose of this Personal Data Processing Appendix is to regulate the rights and obligations of the Parties with regards to the processing of personal data under the ICE Terms and Conditions 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 the Services to Customer.

The categories of data subjects and personal data which may be covered by the processing of personal data under the ICE Terms and Conditions are any categories of data subjects and personal data identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR and which the Customer elects to include in the Service.

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 Appendix.

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 ICE Terms and Conditions and in this Personal Data Processing Appendix. 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.

5.1 Information security

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 Personal Data Processing Appendix 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.

The Personal Data Processor shall, unless otherwise agreed in writing, ensure at least the information security measures described in Appendix B (Security Measures).

Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for the Services meet Customer's requirements, including any of its security obligations. Customer acknowledges and agrees that the security practices and policies implemented and maintained by RISE provide a level of security appropriate to the risk with respect to its personal data.

4.2 Instructions

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 in this Personal Data Processing Appendix.

The Data Processor shall ensure each of its personnel who has access to the personal data covered by this Personal Data Processing Appendix to comply with the terms and conditions of this Personal Data Processing Appendix 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 Appendix.

In the event the Instructions or the ICE General Terms and Conditions impose demands in respect of the processing of personal data which is not supported by the Services or which follow from RISE's undertakings in accordance with the ICE General Terms and Conditions in general and which RISE could not have reasonably foreseen and RISE incurs additional costs as a consequence of such requirements, the Customer shall compensate RISE for such costs.

4.3 Transfer of personal data and use of sub-contractors

The Data Processor must not transfer or give access to the personal data covered by this Personal Data Processing Appendix 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.

RISE may hire third parties to provide certain limited or ancillary services on its behalf. Customer consents to the engagement of these third parties and sub-processors. The above authorizations will constitute Customer's prior written consent to the subcontracting by RISE of the processing of personal part of Customer.

RISE will make available information about Sub-processors as a Notice (according to section 12.3. of the ICE Terms and Conditions).

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 ICE Terms and Conditions and this Personal Data Processing Appendix. 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 preamble of this Personal Data Processing Appendix at least two (2) months prior to such change taking place. If the Customer does not approve the new sub-processor, the Customer may terminate the ICE Terms and Conditions and the Services, one (1) month prior to the new sub-processor is engaged. Customer may also include an explanation of the grounds for non-approval together with the termination notice, in order to permit RISE to re-evaluate any such new sub-processor based on the applicable concerns.

4.4 Requirements with regards to localisation and transfer of personal data to third countries

The Data Processor undertakes to ensure that the personal data is stored and processed only in the EEA (European Economic Area) unless the Parties agree otherwise in writing.

4.5 Obligation of Confidentiality

The Data Processor must ensure that any person who will process personal data under this Personal Data Processing Appendix 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 Appendix and the information shall remain confidential also after this Personal Data Processing Appendix 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 Incident Reporting

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 Appendix.

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 Assistance with fulfilling obligations towards the data subjects

RISE will make available to Customer, in a manner consistent with the functionality of the Service and RISE's role as a processor of personal data of data subjects, the ability to fulfill data subject requests to exercise their rights under the GDPR. If RISE receives a request from Customer's data subject to exercise one or more of its rights under the GDPR in connection with the Services for which RISE is a data processor, RISE will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Service. RISE shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request

4.8 Removal of personal data

In conjunction with the termination of the ICE Terms and Conditions, RISE shall erase all Customer personal data.

4.9 Audits and inspections

To the extent Customer's audit requirements under the GDPR cannot reasonably be satisfied through audit reports, documentation or compliance information made available by RISE on request, RISE will promptly respond to Customer's additional audit instructions.

Before the commencement of an audit, Customer and RISE will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit. To the extent needed to perform the audit, RISE will make the processing systems, facilities and supporting documentation relevant to the processing of the Customer personal data by RISE. Such an audit will be conducted by an independent, accredited third-party audit firm, during regular business hours, with reasonable advance notice to RISE, and subject to reasonable confidentiality procedures. Neither Customer nor the auditor shall have access to any data from RISE's other customers or to RISE systems or facilities not involved in the Services. Customer is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time RISE expends for any such audit, in addition to the rates for services performed by RISE. If the audit report generated as a result of Customer's audit includes any finding of material non-compliance, Customer shall share such audit report with RISE and RISE shall promptly cure any material non-compliance.

5. Limitation of liability

In the event RISE incurs any loss or is subject to any demands as a consequence of RISE's processing of personal data in accordance with the Instructions, the Customer shall hold RISE harmless for all such losses and in respect of any such demand or expense resulting therefrom.

6. The right to renegotiate

Both Parties have the right to request the renegotiation of this Personal Data Processing Appendix including instructions and other Appendices, in the event of any modification of the applicable legislation or interpretation thereof in a way that affects the processing of personal data covered by this Personal Data Processing Appendix.

The Data Processor does not have the right to terminate the ICE Terms and Conditions for the sole reason that the right to renegotiate is invoked or that renegotiations have been initiated.

7. Term

This Personal Data Processing Appendix shall remain in effect as long as the Data Processor is processing personal data on behalf of the Data Controller according to the ICE Terms and Conditions.
