

Data Processing and Privacy Agreement

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1 Data Processing Agreement preamble

This Data Processing Agreement sets out the rights and obligations that apply to the Data Processor's handling of personal data on behalf of the Data Controller.

This Agreement has been designed to ensure the Parties' compliance with Article 28, sub-section 3 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), which sets out specific requirements for the content of data processing agreements.

This Data Processing Agreement shall not exempt the Data Processor from obligations to which the Data Processor is subject pursuant to the General Data Protection Regulation or other legislation.

2 The rights and obligations of the Data Controller

The Data Controller shall be responsible to the outside world (including the data subject) for ensuring that the processing of personal data takes place within the framework of the General Data Protection Regulation and the Danish Data Protection Act.

The Data Controller shall therefore have both the right and obligation to make decisions about the purposes and means of the processing of personal data.

The Data Controller shall be responsible for ensuring that the processing that the Data Processor is instructed to perform is authorized in law.

3 The Data Processor acts according to instructions

The Data Processor shall solely be permitted to process personal data on documented instructions from the Data Controller unless processing is required under EU or Member State law to which the Data Processor is subject; in this case, the Data Processor shall inform the Data Controller of this legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28, sub-section 3, para a.

The Data Processor shall immediately inform the Data Controller if instructions in the opinion of the Data Processor contravene the General Data Protection Regulation or data protection provisions contained in other EU or Member State law.

4 Confidentiality

The Data Processor shall ensure that only those persons who are currently authorised to do so are able to access the personal data being processed on behalf of the Data Controller. Access to the data shall therefore without delay be denied if such authorisation is removed or expires.

Only persons who require access to the personal data in order to fulfil the obligations of the Data Processor to the Data Controller shall be provided with authorisation.

The Data Processor shall ensure that persons authorised to process personal data on behalf of the Data Controller have undertaken to observe confidentiality or are subject to suitable statutory obligation of confidentiality.

The Data Processor shall at the request of the Data Controller be able to demonstrate that the employees concerned are subject to the above confidentiality.

5 Security of processing

The Data Processor shall take all the measures required pursuant to Article 32 of the General Data Protection Regulation which stipulates that with consideration for the current level, implementation costs and the nature, scope, context and purposes of processing and the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Controller and Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The above obligation means that the Data Processor shall perform a risk assessment and thereafter implement measures to counter the identified risk.

The Data Processor shall in ensuring the above – in all cases – at a minimum implement the level of security and the measures specified in Appendix C to this Data Processing Agreement.

6 Use of Sub-Processors

The Data Processor shall meet the requirements specified in Article 28, sub-section 2 and 4, of the General Data Protection Regulation in order to engage another processor (Sub-Processor).

The Data Processor shall therefore not engage another processor (Sub-Processor) for the fulfilment of this Data Processing Agreement without the prior specific or general written consent of the Data Controller.

In the event of general written consent, the Data Processor shall inform the Data Controller of any planned changes with regard to additions to or replacement of other data processors and thereby give the Data Controller the opportunity to object to such changes.

When the Data Processor has the Data Controller's authorisation to use a sub-processor, the Data Processor shall ensure that the Sub-Processor is subject to the same data protection obligations as those specified in this Data Processing Agreement on the basis of a contract or other legal document under EU law or the national law of the Member States, in particular providing the necessary guarantees that the Sub-Processor will implement the appropriate technical and organisational measures in such a way that the processing meets the requirements of the General Data Protection Regulation.

If the Sub-Processor does not fulfil his data protection obligations, the Data Processor shall remain fully liable to the Data Controller as regards the fulfilment of the obligations of the Sub-Processor.

7 Transfer of data to third countries or international organisations

The Data Processor shall solely be permitted to process personal data on documented instructions from the Data Controller, including as regards transfer (assignment, disclosure and internal use) of personal data to third countries or international organisations, unless processing is required under EU or Member State law to which the Data Processor is subject; in such a case, the Data Processor shall inform the Data Controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28, sub-section 3, para a.

Without the instructions or approval of the Data Controller, the Data Processor therefore cannot – within the framework of this Data Processing Agreement:

- disclose personal data to a data controller in a third country or in an international organisation
- assign the processing of personal data to a sub-processor in a third country
- have the data processed in another of the Data Processor's divisions which is located in a third country

The Data Controller's instructions or approval of the transfer of personal data to a third country, if applicable, shall be set out in Appendix B to this Data Processing Agreement.

8 Assistance to the Data Controller

The Data Processor, taking into account the nature of the processing, shall, as far as possible, assist the Data Controller with appropriate technical and organisational measures, in the fulfilment of the Data Controller's obligations to respond to requests for the exercise of the data subjects' rights pursuant to Chapter 3 of the General Data Protection Regulation.

The Data Processor shall assist the Data Controller in ensuring compliance with the Data Controller's obligations pursuant to Articles 32-36 of the General Data Protection Regulation taking into account the nature of the processing and the data made available to the Data Processor, cf. Article 28, sub-section 3, para f.

9 Notification of personal data breach

On discovery of personal data breach at the Data Processor's facilities or a sub-processor's facilities, the Data Processor shall without undue delay notify the Data Controller.

The Data Processor's notification to the Data Controller shall, if possible, take place within 24 after the Data Processor has discovered the breach to enable the Data Controller to comply with his obligation, if applicable, to report the breach to the supervisory authority within 72 hours.

According to Clause 9.2., para b, of this Data Processing Agreement, the Data Processor shall – taking into account the nature of the processing and the data available – assist the Data Controller in the reporting of the breach to the supervisory authority.

This may mean that the Data Processor is required to assist in obtaining the information listed below which, pursuant to Article 33, sub-section 3, of the General Data Protection Regulation, shall be stated in the Data Controller's report to the supervisory authority:

- The nature of the personal data breach, including, if possible, the categories and the approximate number of affected data subjects and the categories and the approximate number of affected personal data records
- Probable consequences of a personal data breach
- Measures which have been taken or are proposed to manage the personal data breach, including, if applicable, measures to limit its possible damage

10 Erasure and return of data

On termination of the processing services, the Data Processor shall be under obligation, at the Data Controller's discretion, to erase or return all the personal data to the Data Controller and to erase existing copies unless EU law or Member State law requires storage of the personal data.

11 Inspection and audit

The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with Article 28 of the General Data Protection Regulation and this Data Processing Agreement, and allow for and contribute to audits, including inspections performed by the Data Controller or another auditor mandated by the Data Controller.

12 Commencement and termination

This Data Processing Agreement shall become effective when downloading the software from AppSource.

This Data Processing Agreement shall apply as long as the processing is performed.

Appendix A - Information about the processing

The purpose of the Data Processor's processing of personal data on behalf of the Data Controller is:

- General support and processing of data.

The processing includes the following types of personal data about data subjects:

- Personal and sensitive information.

The Data Processor's processing of personal data on behalf of the Data Controller may be performed when this Data Processing Agreement commences. Processing has the following duration:

- Until termination of the master agreement.

Appendix B – Use of subcontractors

Data Processor's solution is hosted on Microsoft Azure infrastructure. All services are in datacenters within Europe. All data processing is done in accordance with Microsoft Online Services Terms (OST).

Appendix C -Instruction pertaining to the use of personal data

The Data Processor's processing of personal data on behalf of the Data Controller shall be carried out by the Data Processor performing the following:

- Information as described in Appendix