

Data Processing Agreement

Rillion One

May 2022

Data Processing Agreement

Background and objective

- 1.1 The Parties have entered into a Software Subscription Agreement for Rillion One under which Controller provides Rillion One, software as a service (SaaS) from the Processor. (the “**Agreement**”). Within the scope of the Agreement, Processor will gain access to and process personal data for which Controller, (or another company in Controller's Group) is the data controller. This means that Processor is a data processor in accordance with the applicable data protection legislation (“**Data Protection Legislation**”).
- 1.2 The objective of the DPA is to comply with the requirements in the Data Protection Legislation for a written agreement between Controller and Processor.

Definitions

- 2.1 The terms used in the DPA shall have the same meaning as assigned to them below and in the Data Protection Legislation, which inter alia imply that:
 - (a) The term **personal data** means any information that, directly or indirectly, can identify a living natural person;
 - (b) The term **processing** means any operation or set of operations performed with regard to personal data, whether or not performed by automated means, for example collection, recording, organisation, storage, adaptation or alteration, retrieval, gathering, use, disclosure by transmission, dissemination or otherwise making information available, alignment or combination, blocking, erasure or destruction;
 - (c) The term **data controller** means anyone who alone or jointly with others determines the purposes and means of the processing of personal data;
 - (d) The term **data processor** means anyone who processes personal data on

behalf of the data controller;

- (e) The term **sub-processor** means a sub-contractor that is engaged by Processor. The sub-processor processes personal data on behalf of Controller in accordance with the sub-processor's obligation to provide its services to Processor;
- (f) The term **standard data protection clauses adopted by the EU-Commission** means standard contractual clauses regulating the transfer of personal data to third countries and that have been adopted by the EU Commission in accordance with Commission Decision or corresponding decision replacing such decision; and
- (g) The term **Data Protection Legislation** means Regulation (EU) 2016/679 of the European Parliament 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; the "**GDPR**") and national legislation supplementing the GDPR.

Undertaking and instruction

- 3.1 Processor undertakes to process the personal data that it has access to under the Agreement on behalf of Controller, for the purpose of fulfilling the Agreement and during the term of the Agreement. Processor further undertakes:
- (a) To process the personal data in accordance with the Data Protection Legislation, the Agreement and any other documented instructions from Controller. Processor may, however, without instructions process information required by laws of the European Union or national legislation in a member state to which Processor is subject, but shall inform Controller of such requirement prior to processing, provided that Processor is not prohibited to give such information with reference to important grounds of public interest;
 - (b) To keep the personal data confidential and not to disclose the personal data to any third party or in any other way use the personal data in contradiction with the Agreement and the DPA. Processor shall also ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) To implement all appropriate technical and organisational measures necessary in order to ensure a level of security, as required pursuant to the Data Protection Legislation (Article 32 of the GDPR), including complying with the security requirements set out in Appendix 1 to this DPA;

- (d) To inform Controller of the technical and organisational measures it will implement in order to protect the personal data processed on behalf of Controller.
- (e) To assist Controller, taking into account the nature of the processing, by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Controller's obligation to respond to and to fulfil requests from data subjects exercising their rights laid down in Chapter III of the GDPR; and
- (f) To assist Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (implement security measures, manage personal data breaches, conduct data privacy impact assessments and participate in prior consultations with the supervisory authority) taking into account the nature of the processing and the information available to Processor, including complying with the requirements in relation to data breach set out in the terms & conditions (Appendix) to this DPA;

Audit

- 4.1 Processor shall grant Controller access to all information necessary to demonstrate that the obligations set out in the DPA are complied with. Processor shall facilitate and participate in audits, including inspections, carried out by Controller or a governmental authority or by a third party authorised by Controller. If Controller uses a third party to carry out the audit, that third party shall not be a competitor of Processor and shall undertake confidentiality in relation to Processor's business information. In the event that the Controller wishes to conduct an inspection, the Controller shall provide the Processor with reasonable prior notice and shall at the same time specify the content and scope of the inspection. The Processor may charge the Controller for any reasonable costs incurred in conjunction with the audit.
- 4.2 Processor shall immediately inform and consult with Controller in the event that a supervisory authority initiates or takes any action in relation to Processor with regard to the processing of personal data under the Agreement or the DPA.

Engaging sub-processors

- 5.1 Processor is given a general authorisation to engage sub-processors for the performance of Processor's processing of personal data under the DPA. The sub-processors engaged at the time of entering into the DPA are listed at [Trust center - Rillion](#) . Processor shall inform Controller of any plans regarding the engagement of new sub-processors, or replacement of sub-processors, so that Controller is given an opportunity to object to such changes. In case Controller objects, Controller is entitled to terminate the Agreement.
- 5.2 In the event that Processor engages a sub-processor for the processing of personal data on Controller's behalf, Processor and the sub-processor shall enter into a written data processing agreement that complies with the requirements of the Data Protection Legislation.
- 5.3 In the event that Processor, with Controller's approval, engages a sub-processor outside the EU/EEA, legal grounds for the transfer to a third country shall be secured, for example through the afore-mentioned data processing agreement and shall consist of a so-called Data Transfer Agreement containing the standard data protection clauses adopted by the EU-Commission. Processor is hereby given the mandate and mission to enter into a Data Transfer Agreement on Controller's account in such case.
- 5.4 Processor is liable, in all respects, for the sub-processor as for itself.

LIABILITY FOR Damages and RIGHT TO compensation

- 6.1 Each Party is responsible for damages caused the other Party due to breach of obligations under the DPA or the Data Protection Legislation, subject to the limitation of one hundred and fifty (150) percent of the last 12 months' total Service Fees that the Controller has been invoiced.

6.2 For the avoidance of doubt, administrative fines are imposed on the Party in breach of its obligations and, in consequence, neither Party will bear the other Party's administrative fines.

6.3 Processor shall be entitled to compensation for:

- (a) Any documented additional cost incurred by Processor, or additional work required, as a result of new or amended instructions from the Controller after the signing of the DPA; and
- (b) Any work performed by Processor upon Controller's request in order for Controller to fulfil its own obligations under the Data Protection Legislation, e.g. responding to requests from the data subjects.

Processor's work shall be compensated in accordance with the hourly rates set out in the Agreement, unless otherwise agreed.

Term

7.1 The DPA is effective from its signing and for as long as Processor processes personal data on Controller's behalf.

7.2 In the event that Processor is in breach of its obligations under the DPA, Processor must remedy the breach within thirty (30) days of being notified of the breach, or within the time period agreed between the Parties. If Processor does not remedy a *material* breach within such period, Controller has the right to terminate the Agreement with immediate effect or the longer period of notice notified by Controller.

7.3 When the Agreement expires or terminates, Processor shall, based on Controller's instructions that shall be made no later than 60 days after termination, delete or return to Controller, in a manner acceptable to Controller, all personal data, and delete existing copies unless storage of personal data is required pursuant to European Union law or the Member State's national law.

Governing law and Dispute resolution

- 8.1 The DPA shall be governed by and construed in accordance with the law in the country where Controller is established, with the exception of conflict of law rules.
- 8.2 Disputes regarding interpretation and application of the DPA shall be settled in accordance with the provisions in the Agreement regarding dispute resolution.

Appendix 1

Instructions for the processing of personal data

1. The purposes of the processing

Processor shall process the personal data under the Agreement to provide the Controller with software and services to support the Controller's AP Automation process. In accordance with the Agreement, within one or several of the sub-processes supplier invoice management, purchase management, order matching, expense management and supplier contract management.

2. Categories of processing activities

The following processing activities will be performed by Processor:

- *Storage of personal data on Controller's invoices and other documents or free text comments entered into Processor's systems in connection with Controller's use of Rillion One provided by Processor;*
- *Storage of personal data in connection with providing project and support services under the Agreement.*

3. Categories of data subjects

The personal data relate to the following categories of data subjects:

Employees and hired consultants of Controller and of its customers and suppliers.

4. Categories of personal data

The personal data to be processed consist of: *Name, User, Email address and Phone number.*

Special categories of data will, as a general rule, not be processed by Processor, except to the extent included on Controller's invoices or other documents or in free text comments entered by Controller.

5. Places where the processing activities are carried out

- 5.1. Processor will process the personal data according to Datacenter location of Data listed at [Trust center - Rillion](#). Rillion One are operated on servers at the Microsoft Azure platform.
- 5.2. Processor is allowed to process the personal data outside of the EU/EEA, if it follows from this Appendix 1, or from a written agreement made after the signing of this DPA.

6. Erasure of personal data

- 6.1 Under the Data Protection Legislation, personal data must be deleted as soon as the purposes of the processing for which the data was collected have been fulfilled, unless it follows from the requirements of other legislation that the personal data must be stored for a certain time period before being deleted.
- 6.2 Erasure of personal data, up on Controllers request, shall be erased by the Processor as soon as possible and at the latest within 30 days from when the Controller asked for the personal data to be erased, subject to any commitment by Processor under the Agreement to archive Controller's data for a longer time period.

7. Sub-processors

At the time of signing this DPA, Processor uses the sub-processors listed at [Trust center - Rillion](#).

8. Technical and organisational security measures

Processor must take adequate technical and organisational security measures to protect the personal data. For the avoidance of doubt, the security requirements stipulated in the Agreement, as they may be updated over time, shall be complied with by Processor.

9. Notification of personal data breach

Processor undertakes to report any personal data breach (security incident) to Controller without delay from detection.

Processor shall report by email and telephone to Contact Person Dataprocessing at the Controller named in the Software Subscription Agreement.

The report shall contain the information that, pursuant to the Data Protection Legislation, shall be included in the report to the supervisory authority.
