

Dmaze Data Processing Agreement

Valid from January 2023

Between

org. / VAT no.: _____

“Controller”

and

Proactima Solutions AS, org. no. 912 192 334

For Client as Controller	For Proactima as Processor
Place: Oslo	Place: Oslo
Date: 22.02.2024	Date: 01.01.2023
_____ Signature	<i>Stian Hetlevik</i> _____ Signature
Name:	Name: Stian Opsahl Hetlevik

1. BACKGROUND, PURPOSE AND DEFINITIONS

The parties to this Data Protection Agreement have entered into this **Agreement** on the basis of signed Order and Price Form for the use of Proactima Software as a Service. The Controller determines the purpose and means of Processing pursuant to applicable data protection legislation. The Processor processes personal data on behalf of the Controller.

This Data Processing Agreement governs the Processor's rights and obligations, in order to ensure that all Processing of Personal Data is conducted in compliance with applicable data protection legislation.

Processor will Process Personal Data for purposes, and have access to data as stated in the signed Order and Price Form for the use of Proactima Software as a Service.

Processing of Personal Data (as defined below) is subject to requirements and obligations pursuant to applicable law. When the Controller is a legal entity established in the European Economic Area (the "EEA") relevant data protection legislation will include the the Norwegian data protection legislation and the present EU- Regulation 2016/679 dated April 27th 2016. The parties agree to amend this Data Processing Agreement to the extent necessary due to any mandatory new requirements following from the EU Regulation 2016/679 and the revised Electronic Communications Regulation ("eprivacy") pursuant to its Norwegian implementation.

"**Personal Data**" shall mean any information relating to an identified or identifiable natural person, as further defined in applicable law.

"**Processing**" of Personal Data shall mean any use, operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, transfer, storage, alteration, disclosure as further defined in applicable law.

"**Third Countries**" shall mean countries outside of the EU/EEA area which is not recognized as countries providing adequate protection of Personal Data.

2. THE PROCESSOR'S UNDERTAKINGS

2.1 Compliance

The Processor shall comply with all provisions for the protection of Personal Data set out in this Data Processing Agreement and in applicable data protection legislation. The Processor shall provide the Controller with assistance to ensure and document that the Controller complies with its requirements under the applicable data protection legislation.

The Processor shall comply with the instructions and routines issued by the Controller in relation to the Processing of Personal Data.

2.2 Restrictions on use

The Processor shall only Process Personal Data on, and in accordance with, the instructions from the Controller. The Processor shall not Process Personal Data without prior written agreement with the Controller or without written instructions from the Controller beyond what is necessary to fulfil its obligations towards the Controller under the Agreement.

2.3 Information Security

2.3.1 Duty to ensure information security

The Processor has and shall continue to, by means of planned, systematic, organisational and technical measures ensure appropriate information security with regard to confidentiality, integrity

and accessibility in connection with the Processing of Personal Data in accordance with the information security provisions in applicable data protection legislation.

A summary of measures and documentation is maintained and available through www.dmaze.com. A more detailed description of the measures and documentation regarding internal control shall be made available to the Controller upon request

2.3.2 Assessment of measures

In deciding which technical and organisational measures have been implemented, the Processor has taken into account:

- The state of the art
- The costs of implementation
- The nature and scope of the processing
- The context and purpose of the processing,
- The severity of risks the Processing of Personal Data has for the rights and freedoms of the data subject

The Processor has considered:

- Implementing pseudonymisation and encryption of Personal Data
- the ability to ensure the confidentiality, integrity, availability and resilience of processing systems and services on an ongoing basis
- the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- a process for, on an ongoing basis, testing, assessing and evaluating regularly the effectiveness of technical and organisational measures for ensuring the security of the Processing

2.3.3 Requests from the data subjects

Considering the nature of the Processing, the Processor has implemented appropriate technical and organisational measures to support the Controller's obligation to respond to requests regarding exercising the rights of the data subject.

2.3.4 Assistance to the Controller

The Processor shall assist the Controller in ensuring compliance with applicable law, including assisting the Controller with:

- Implementing technical and organisational measures as stated above;
- Complying with duty of notification to supervisory authorities and data subjects in case of a personal data breach;
- Conduct data privacy impact assessments;
- Conduct prior consultations with supervisory authorities when a privacy impact assessment makes it necessary;
- Notice to the Controller if the Processor is of the opinion that an instruction from the Controller is non-compliant with applicable data protection regulations.

Assistance as set out above, shall be carried out to the extent necessary, taking into account the Controller's need, the nature of the processing and the information available to the Processor.

2.3.5 Compensation

Assistance from the Processor as set down in this Data Processing Agreement, as well as assistance in relation to specific routines and instructions imposed by the Controller, shall be compensated by the Controller in accordance with the Processor's regular terms and prices.

2.4 Discrepancies and data breach notifications

Any use of the information systems and the Personal Data not compliant with established routines, instructions from the Controller or applicable data protection legislation, as well as any security breaches, shall be treated as a discrepancy.

The Processor shall have in place routines and systematic processes to follow up discrepancies which shall include re-establishing of the normal state of affairs, eliminating the cause of the discrepancy and preventing its recurrence.

The Processor shall immediately notify the Controller of any breach of this Agreement or of accidental, unlawful or unauthorized access to, use or disclosure of Personal Data, or that the Personal Data may have been compromised or a breach of the integrity of the Personal Data. The Processor shall provide the Controller with all information necessary to enable the Controller to comply with applicable data protection legislation and enabling the Controller to answer any inquiries from the applicable data protection authorities. It is the Controller's responsibility to notify the applicable Data Protection Authority of discrepancies in accordance with applicable law.

2.5 Confidentiality

The Processor shall keep confidential all Personal Data and other confidential information. The Processor shall ensure that each member of the staff of the Processor, whether employed or hired employee, having access to or being involved with the Processing of Personal Data under the Agreement (i) undertakes a duty of confidentiality and (ii) is informed of and complies with the obligations of this Data Processing Agreement. The duty of confidentiality shall also apply after termination of the Agreement or this Data Processing Agreement.

2.6 Security audits

The Processor shall on a regular basis carry out security audits for systems and similar relevant for the Processing of Personal Data covered by this Data Processing Agreement. Reports documenting the security audits shall be available to the Controller.

The Controller has the right to demand security audits performed by an independent third party. The third party will provide a report to be delivered to the Controller upon request. The Controller accepts that the Processor may claim compensation for the performance of the audit.

2.7 Use of sub-contractors

The Processor is entitled to use sub-contractors and the Controller accepts the use of sub-contractors identified on www.dmaze.com.

If the Processor plans to change sub-contractors or plans to use a new sub-contractor, Processor shall notify the Controller in writing 3 months prior to any Processing by the new sub-contractor. To the extent Controller does not terminate the Agreement within 60 days following the notification, the change of sub-contractor is rendered as accepted.

The Processor shall, by written agreement with any sub-contractor ensure that any Processing of Personal Data carried out by sub-contractors shall be subject to the same data protection obligations as those imposed on the Processor according to this Data Processing Agreement.

To the extent the sub-contractor has its own standard terms and condition for their processing, these standard terms and conditions are referred to on www.dmaze.com. The Controller has reviewed these standard terms and conditions and the Controller accepts these as exhaustive binding terms and conditions for the sub-contractor's processing of Personal Data in accordance with the relevant data protection legislation, The Processor has therefore not any further obligations towards the Controller than the sub-contractor has towards the Processor under the standard terms and conditions.

The last paragraph above applies accordingly to the extent the sub-contractor amends the terms and conditions, but the Controller shall then have the right to terminate the Agreement within 30 days following the amendment.

2.8 Transfer of Personal Data to Third Countries

To the extent the Processor or the Processor's sub-contractors transfer Personal Data to Third Countries such Processing must be in accordance with the EU Standard Contractual Clauses for transfer to third countries, or another specifically stated lawful basis for the transfer of personal data to a third country. For the avoidance of doubt, the same applies if the data is stored in the EU/EEA but may be accessed from locations in Third Countries. Information on sub-contractors in third Countries and the applicable lawful basis for transfer is at all times made available through www.dmaze.com.

3. OBLIGATIONS OF THE CONTROLLER

The Controller confirms that the Controller:

- Has sufficient legal basis for Processing of Personal Data;
- Has the right to use the Processor for Processing of the Personal Data;
- Has the responsibility for the correctness, integrity, content, reliability and legality of the Personal Data;
- Complies with applicable law on notification to and authorizations from relevant authorities;
- Has informed the Data Subject in accordance with applicable law

The Controller shall:

- Reply to requests from the Data Subjects regarding the Processing of Personal Data pursuant to this Data Processing Agreement;
- Warrant that the specific measures set forth in this Data Processing Agreement Art. 2.3. and information made available by the Processor at www.dmaze.com are sufficient taken into account applicable law for the Controller.

The Controller shall implement sufficient technical and organizational measures to ensure and demonstrate compliance with the EU Regulation 2016/679 from the time it enters into force in Norway.

The Controller has a duty to notify any personal data breaches to the relevant authorities and, if necessary, the Data Subjects without undue delay in accordance with applicable law.

4. LIABILITY, BREACH

In the event of breach of this Data Processing Agreement, or a breach of obligations according to applicable law on Processing of Personal Data, the relevant provisions regarding breach in the Agreement shall apply.

Claims from one Party due to the other Party's non-compliance with the Data Processing Agreement shall be subject to the same limitations as in the Agreement. In assessing whether the limitation in the Agreement is reached, claims under this Data Processing Agreement and the Agreement shall be viewed in conjunction, and the limitation in the Agreement shall be viewed as a total limitation.

The Processor shall notify the Controller without undue delay if it will or has reason to believe it will be unable to comply with any of its obligations under this Data Processing Agreement.

5. TERM AND TERMINATION OF THE DATA PROCESSING AGREEMENT, CHANGES

This Data Processing Agreement shall be effective from the date it is signed by both parties and until the Agreement expires or until the Processor's obligations in relation to the performance of services in accordance with the Agreement is otherwise terminated, except for those provisions in the Agreement and Data Processing Agreement that continues to apply after such termination.

Upon termination of this Data Processing Agreement the Personal Data/data shall be returned in a standardised format and medium along with necessary instructions to facilitate the Controller's further use of the Personal Data. The Processor shall first return and subsequently delete all Personal Data. The Processor (and its sub-contractors) shall immediately stop the Processing of Personal Data from the date stipulated by the Controller.

As an alternative to returning the Personal Data, the Controller may, at its sole discretion, instruct the Processor in writing, that all or parts of the Personal Data (or other data) shall be deleted by the Processor, unless the Processor is prevented by mandatory law from deleting the Personal Data.

The Processor has no right to keep a copy of any data provided by the Controller in relation to the Agreement or this Data Processing Agreement in any format, and all physical and logical access to such Personal Data or other data shall be deleted.

The Processor shall provide the Controller with a written declaration whereby the Processor warrants that all Personal Data or other data mentioned above has been returned or deleted according to the Controller's instructions and that the Processor has not kept any copy, print out or kept the data on any medium.

The obligations pursuant to sections 2.5 and 4 shall continue to apply after termination. Further, the provisions of the Data Processing Agreement shall apply in full to any Personal Data retained by the Processor in violation of this section 5.

The parties shall amend this Data Processing Agreement upon relevant changes in applicable law.

6. DISPUTE AND JURISDICTION

This Data Processing Agreement shall be governed by and construed in accordance with the laws of Norway. The legal venue shall be Stavanger District Court.