

PERSONAL DATA PROCESSING AGREEMENT

LOGWISE

1. Parties

- 1.1. This Personal Data Processing Agreement (the "Agreement") is entered into between (the "Parties"):

LOGWISE AB (the "Supplier")
(Swedish registration number: 559108-8363)

2. Introduction

- 2.1. The Parties have entered into a service agreement on the date therein written (as amended and supplemented from time to time; the "Service Agreement"), to which this Agreement constitute an attachment. The Supplier will under the Service Agreement process Personal Data on behalf of the Customer.

The Parties hereby agree as follows:

3. Certain definitions

- 3.1. For the purposes of this Agreement, "Controller", "Processor", "Data Subject" "Personal Data" and "Processing" (and its cognate terms) shall have the meaning given to them in Art. 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") and the term "Company Personal Data" shall for the purposes of this Agreement mean any Personal Data Processed by the Supplier on behalf of the Customer pursuant to or in connection with the Service Agreement, as set out in Annex A.

4. Personal Data Processing

- 4.1. When Processing Company Personal Data or otherwise in connection with the Service Agreement, it is agreed that in doing so, the Supplier shall be the Processor and the Customer shall be the Controller in respect of such Company Personal Data, whereby the Supplier shall:
- (a) Process Company Personal Data in compliance with applicable law (which term will for the purpose of this Agreement always include GDPR);
 - (b) only process such Company Personal Data as is strictly necessary (i) to provide the services under the Service Agreement; (ii) to comply with applicable law ; or (iii) in accordance with the Customer's express written instructions from time to time;
 - (c) not appoint any sub-processor for Processing of the Company Personal Data without the Customer's consent, except for Microsoft Corporation and in particular its cloud computing service Microsoft Azure;
 - (d) not transfer any Company Personal Data outside the EEA;
 - (e) provide reasonable assistance to the Customer in the Customer complying with its obligations under applicable law in respect of Company Personal Data;
 - (f) at the end of the term of the Service Agreement (or earlier if required under applicable law), promptly delete or return to the Customer (at the Customer's discretion and cost) all Company Personal Data;
 - (g) promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete Company Personal Data (however this sub-paragraph shall always be subject to any

obligation imposed on the Supplier under applicable law);

- (h) in the event that the Customer receives any complaint, notice or communication (from a competent data protection regulator or a Data Subject) which relates directly or indirectly to the Processing of Company Personal Data or to either Party's compliance with applicable law, the Supplier shall promptly notify the Customer and it shall provide the Customer and such competent regulator (if applicable) with full co-operation and assistance in relation to any such complaint, notice or communication;
- (i) immediately notify the Customer if it becomes aware of that any Company Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable;
- (j) immediately notify the Customer if it receives a request from a Data Subject for access to that Data Subject's Company Personal Data and provide the Customer with full co-operation and assistance in relation to any such request;
- (k) not disclose Company Personal Data to any Data Subject or to a third party other than at the request of the Customer;
- (l) notify the Customer without undue delay if it becomes aware of any unauthorised or unlawful Processing of any Company Personal Data;
- (m) maintain records of Processing carried out in respect of Company Personal Data;
- (n) take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Company Personal Data, and against the accidental loss or destruction of, or damage to Company Personal Data, including implementing suitable encryption of Company Personal Data;
- (o) testing its security measures put in place to secure Company Personal Data;
- (p) ensure that all individuals, parties or other entities with access to Company Personal Data are bound by industry standard confidentiality obligations which include keeping Company Personal Data confidential;
- (q) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in applicable law and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; and
- (r) notifying and training staff and sub-processors (if applicable) of obligations under applicable law related to processing of Personal Data.

5. Miscellaneous

- 5.1. The Supplier shall indemnify and keep the Customer and any member of its group indemnified from liability, losses, expenses, damages and costs incurred or suffered in connection with any claim, dispute or proceedings also brought by a third party, a Data Subject or government agency against the Customer or any member of its group arising in connection with any breach by the Supplier of this Agreement, subject to limitations as follows:
- (s) The Supplier is not liable for indirect losses, such as lost profits, diminished production, costs of retaining a consultant (including any legal adviser), costs of equipment and similar costs or losses.
 - (b) The Supplier obligation to pay damages (including penalty for delay) in the case of breach of contract is, in the absence of intent or gross negligence by the Supplier, limited to SEK 1 000 000.
- 5.2. The Customer shall complain in writing to the Supplier of the Supplier's breach of contract (including breaches of contract due to delay or defect) no later than 3 months after the breach of contract has been discovered or should have been discovered. If the claim is not presented in time and in the manner prescribed in this agreement, the Customer thereby loses the right to all remedies due

to the breach of contract.

- 5.3. This Agreement will remain for as long as any Personal Data is being processed under the Service Agreement.
- 5.4. This Agreement shall be governed by Swedish law and any dispute shall be settled in a Swedish public court.

ANNEX A:

DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex A includes certain details of the Processing of Company Personal Data as required by GDPR Art. 28(3).

Subject matter and duration of Processing of Company Personal Data

The subject matter and duration of the Processing of the Company Personal Data are set out in the Service Agreement and this Agreement.

Nature and purpose of the Processing of Company Personal Data

The nature and purpose of the processing shall be to provide the professional services pursuant to Services Agreement, as further defined therein.

Types of Company Personal Data to be Processed

The types of Company Personal Data to be Processed by the services and products pursuant to Services Agreement include those expressly identified in GDPR Art. 4 as well as other Personal Data submitted by the Customer to the products or through the services pursuant to the Services Agreement.

Categories of Data Subject to whom the Company Personal Data relates

The categories of data subjects are the Customer's representatives and end users, such as employees, contractors, collaborators, and customers.as well as any of the Customer's professional advisers (legal, tax, financial etc.) comprised by the services and products provided under the Service Agreement.

Obligations and rights of the Customer

The obligations and rights of the Customer are set out in the Service Agreement and this Agreement.