DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") has been entered into on the date set out below, between:

(a) [COMPANY], [Nation] registration number [XXXXXX-XXXX] ("**Customer**"), with address [ADDRESS]; and

(b) Jetty AB, Swedish registration number 556967-9813 ("**Supplier**"), with address C/O SUP46, Regeringsgatan 65, 111 56 Stockholm,

hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

1 BACKGROUND

1.1 The Parties have entered into a subscription agreement ("**Agreement**") regarding the Supplier's provision of a cloud based software solution (Software as a Service) as defined in the Agreement ("**Service**"). The Agreement entails that the Supplier will process Personal Data on behalf of the Customer, for which the Customer is the controller. A description of the Processing is attached hereto as Appendix 1.

1.2 The Parties have entered into this DPA to regulate the Parties' rights and obligations that accompanies the Supplier's processing of Personal Data, in order to comply with the requirements applicable under Data Protection Laws (defined below).

1.3 The Supplier acknowledges that the Customer, in some cases, may act as a processor of personal data on behalf of other parties. In such cases, the Supplier may act as a sub-processor for the processing of personal data. This DPA shall apply in the same way when the Supplier acts as a sub-processor. Upon the Supplier's request, the Customer shall provide the Supplier with a complete list of the controllers of personal data.

1.4 In the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail, in respect of matters concerning personal data.

2 DEFINITIONS

In this DPA, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

"**Personal Data**" means any personal data (as defined in the Data Protection Laws) transferred to, stored by, or in any other way processed by the Supplier on behalf of the Customer, pursuant to the Agreement. The term does not include data rendered anonymous in such a way that the data subject is not or no longer identifiable.

"**Data Protection Laws**" means EU General Data Protection Regulation 2016/679 ("**GDPR**") and laws implementing or supplementing the GDPR (including, when applicable, binding guidance, opinions and decisions published by supervisory authorities, court or other competent authority) applicable to the processing of Personal Data under this DPA, and as amended or supplemented during the term of this DPA.

"**Sub-processor**"   means a third party appointed by the Supplier to process Personal Data on behalf of the Customer.

Terms used but not defined herein, such as "processing", "data subject", "personal data breach", "member state" and "supervisory authority", shall have the same meanings as in the GDPR, and their cognate terms shall be construed accordingly.

3   THE CUSTOMER'S OBLIGATIONS

3.1   The Customer shall ensure that the processing of Personal Data is compliant with Data Protection Laws. The Customer shall be liable for informing data subjects and for having obtained the necessary consents for the processing of Personal Data.

3.2   The Customer shall provide the Supplier with documented instructions and other guidance, in order to enable the Supplier to fulfil its obligations under this DPA and Data Protection Laws. The Customer shall, without undue delay notify the Supplier of circumstances that may entail changes to the way in which the Supplier process Personal Data.

4   PROCESSING OF PERSONAL DATA

4.1   The Supplier may only process Personal Data in accordance with the Agreement, this DPA, Data Protection Laws and documented instructions from the Customer. The Customer may, from time to time, provide the Supplier with further instructions other than stated in this DPA. If the processing is changed during the term of this DPA, the Parties shall update this DPA.

4.2   If the Supplier due to legal obligations is required to process Personal Data for other purposes or otherwise not according to the Customer's documented instructions, the Supplier shall inform the Customer before the relevant processing, unless permitted to do so by applicable laws or authority decision.

4.3   If the Supplier lacks instructions, assesses that it needs new or additional instructions in order to fulfil its obligations or if, in the Supplier's opinion, an instruction infringes Data Protection Laws, the Supplier shall without undue delay inform the Customer and await further instructions from the Customer. The Supplier is entitled to, without liability, to terminate the processing until the Customer has given correct instructions.

5   NEW FEATURES TO THE SERVICE AFFECTING PERSONAL DATA

If the Service is changed due to addition of new features or due to replacement of existing features, in such a way that new categories of Personal Data will be processed or that Personal Data will be processed for other purposes than stated in this DPA, the Customer shall be informed accordingly. The Customer shall have the right to object to such changes to the Service on reasonable grounds, provided that the Customer notifies the Supplier within ten (10) days after the Supplier informed the Customer.

6   SECURITY AND CONFIDENTIALITY

6.1   The Supplier shall implement appropriate technical and organizational measures to protect the Personal Data, taking into account all the risks of processing, especially the unintentional or illegal destruction, loss, alteration, unauthorized disclosures or access to Personal Data. The assessment of appropriate measures shall be made with regards to Data Protection Laws, in particular article 32 of the GDPR. The security

measures shall correspond to the level normally required by competent supervisory authorities for the equivalent processing.

6.2 The Supplier shall ensure that all persons or third parties who may have access to Personal Data, are subject to confidentiality undertakings or professional or statutory obligations of confidentiality and are informed about how Personal Data may be processed. The Supplier shall restrict access to Personal Data, to persons and third parties who need the Personal Data in question to perform their duties.

6.3 The Supplier shall, to the extent required by Data Protection Laws, assist the Customer in carrying out data protection impact assessments and prior consultations with supervisory authorities, as well as the implementation of appropriate technical and organizational measures.

7 PERSONAL DATA BREACH

The Supplier shall notify the Customer in writing without undue delay, and if possible no later than twenty-four (24) hours, upon the Supplier becoming aware of a personal data breach affecting Personal Data. The Supplier shall provide the Customer with sufficient, available information to allow the Customer to fulfil its obligations to report or inform supervisory authorities and data subjects of the personal data breach.

8 SUB-PROCESSORS

8.1 The Customer authorises the Supplier to appoint Sub-processors for the processing of Personal Data, without a prior consent. The Supplier ensures that the arrangement, between the Supplier and the Sub-processor, is governed by a written contract including terms which offer at least the same level of obligations as the Processor for Personal Data as those set out in this DPA. The Supplier may permit each Sub-processor to appoint Sub-processors, subject to the same terms and conditions as set forth in this DPA.

8.2 The Supplier shall inform the Customer before hiring a new Sub-processor for processing Personal Data. The Customer is entitled to oppose the appointment of a new Sub-processor on reasonable grounds, provided that the Customer notifies the Supplier without undue delay, but no later than thirty (30) days, after the Supplier informed the Customer. A list of Sub-processors, approved when the Parties enter into this DPA, is provided in Appendix 2.

8.3 The Supplier shall, upon the Customer's request, provide copies of relevant parts of the Supplier's agreements with Sub-processors as needed to prove compliance with the Supplier's obligations under this DPA, to the Customer. Such copies may be redacted to remove confidential information not relevant to the requirements of this DPA.

8.4 The Supplier shall be fully liable toward the Customer for its Sub-processor's obligations regarding the processing of Personal Data, pursuant to this DPA.

9 TRANSFER OF PERSONAL DATA TO THIRD COUNTRY

9.1 The Supplier is authorised to transfer Personal Data to a country outside of the EU/EEA (third country), provided that the Supplier ensures that the transfer is: based upon an adequacy decision published by the EU Commission, subject to appropriate safeguards or otherwise permitted by Data Protection Laws.

9.2 If a transfer to third country requires the conclusion of a specific agreement based on standard contractual clauses, in order to maintain an adequate level of protection, the Supplier shall enter into an agreement with such Sub-processor based on standard contractual clauses in accordance with EU Commission decision C (2010)593 of the 5th of February 2010 or such approved clauses replacing or supplementing them with on behalf of the Customer. The Customer grants, through signing this DPA, a power of attorney to the Supplier to represent the Customer in signing such a supplementary agreement on behalf of and in the name of the Customer.

10   COMMUNICATION

10.1 If a data subject, supervisory authority or other third party requests information from the Supplier relating to the processing of Personal Data, the Supplier shall forward such request to the Customer and await further instructions from the Customer.

10.2 The Supplier may not represent or act on behalf of the Customer, nor disclose Personal Data or information regarding the processing of Personal Data, unless the Supplier is required by legal obligation. In the latter case the Supplier shall inform the Customer of the legal obligation before the Supplier responds to the request, unless prohibited to do so by applicable legislation or authority decision.

10.3 Taking into account the nature of the processing, the Supplier shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests to exercise data subject rights under Data Protection Laws, such as the right of access and the right to data portability. The Customer shall reimburse the Supplier for its costs related to such measures in each case.

11   AUDIT RIGHTS AND CONTROL

11.1 The Customer, or an auditor mandated by the Customer, is entitled to, at its own cost, access to information and registries necessary to demonstrate the Supplier's and, if applicable, Sub-processors' compliance with this DPA. The Supplier shall for the same purposes allow for audits, including inspections, by the Customer or an auditor mandated by the Customer provided, however, that each such inspection is necessary due to legal obligations or does not entail any security or integrity risks.

11.2 The Customer shall notify the Supplier no later than thirty (30) days prior to initiating any audit or inspection. The Customer may only perform inspections during the Supplier's normal business hours and only in such a way that causes minimum inconvenience to the Supplier. Each party participating in an audit or inspection must first sign a conventional non-disclosure commitment in relation to the Supplier. The Supplier may, on reasonable grounds, wholly or partially object to a party's participation.

11.3 The Supplier shall allow for and contribute to inspections required by a supervisory authority, in relation to the processing of the Personal Data. The Supplier shall comply with any decisions of a competent supervisory authority regarding measures to meet security requirements under Data Protection Laws.

11.4 The Customer shall substitute the Supplier for the costs (including internal) rendered in connection with audits and inspections, unless these show the Supplier's gross negligence of its obligations under this DPA.

12 THE SUPPLIER'S RIGHT TO TERMINATE THE AGREEMENT

If the Customer's objection to a Sub-processor, or to the Supplier's changes to the Service, prevents or significantly obstructs the Supplier's provision of the Service according to the Agreement, the Supplier has the right to immediately terminate the Agreement, without liability of any kind. This shall also apply if the Customer's objection, or the Supplier's other obligations according to this DPA, would entail costs to the Supplier which are unreasonably large in relation to the compensation that the Customer will pay under the Agreement.

13 TERM

13.1 This DPA shall enter into force after both Parties have signed it and shall remain in force for as long as the Supplier processes Personal Data on behalf of the Customer under the Agreement, or until this DPA is replaced by another data processing agreement.

13.2 The Supplier shall within thirty (30) days after the termination of this DPA, according to the instructions of the Customer, either (i) permanently delete all existing copies of Personal Data, or (ii) transfer all Personal Data to the Customer in a common and readable format, and then delete all existing copies of Personal Data; unless applicable legislation requires the retention of the Personal Data.

14 LIABILITY FOR DAMAGES

Subject to the limitations of liability in the Agreement, the Supplier shall hold the Customer harmless in respect of claims from data subjects, supervisory authorities and other third parties, insofar as the claim is caused by the Supplier's breach of this DPA. Correspondingly, the Customer shall hold the Supplier harmless in respect of claims arising from or relating to the Customer.

15 CONTACT PERSONS

The Customer has appointed the persons listed in this DPA as authorised to provide the Supplier with instructions and make requests regarding the processing of Personal Data. The Supplier shall disregard instructions from any other person than such authorised persons. The Customer may appoint additional, and remove previously authorised persons, by giving written notice to the Supplier. Such notice shall be provided by an authorised person, or by another competent representative of the Customer.

16 AMENDMENTS

The Parties agree to, from time to time, amend and supplement this DPA if required to comply with requirements under Data Protections Laws, or if necessary due to guidelines or decisions from competent supervisory authorities or case law.

17 DISPUTE AND GOVERNING LAW

This DPA shall be governed by and construed in accordance with the laws of Sweden. The provisions of the Agreement regarding dispute resolution shall apply to this DPA.

18 CONCLUSION

This DPA has been signed electronically and the Parties have received one digital copy each.

APPENDICES

1. Description of the Processing

2. Sub-processors

APPENDIX (1)

PROCESSING SPECIFICATION FORM

This Processing specification form is an inseparable part of the DPA concerning Personal Data Processing. The Processing Specification Form specifies a processing assignment the Supplier performs on behalf of the Customer in the manner provided for in the Subscription agreement including appendices.

Services	The Processing shall concern the following services (fill out the service description) • Jetty 2, version [X]
Nature and Purpose of the Processing	Provision of a cloud based software solution (Software as a Service) as defined in the Agreement
Geographical Location of Personal Data	The Personal Data is Processed in the following countries or areas: [Sweden]
Categories of Data Subjects	The Personal Data Processed concerns the following categories of Data Subjects:
Categories of Personal Data	The Personal Data Processed consists of the following categories of Personal Data: Special sets of Personal Data (*if applicable*):
Duration of the Processing	

BILAGA (2)

SUB-PROCESSORS

This appendix is an inseparable part of the DPA. In this Appendix the Sub-processors already in use by the Supplier for Processing the Customer's Personal Data is listed.

Name of Sub-processor	Description of the service	Geographical location
XXX], Nation] registration number [XXX]	[Server/Storage]	[Stockholm]